

State of Rhode Island and Providence Plantations
DEPARTMENT OF BUSINESS REGULATION
Racing and Athletics Division
233 Richmond Street
Providence, RI 02903

RACING AND ATHLETICS REGULATION 4
JAI ALAI

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~~(A) — Application. General Provisions contained herein shall apply to all Associations, as defined herein, conducting a jai alai meeting for any purse, stake or reward, and where parimutuel wagering shall be permitted.~~

~~(B) — Licenses subject to rules. All licenses granted by the Division are subject to these rules and regulations.~~

~~(C) — Amendments. These rules and regulations are subject to amendment from time to time and shall be amended in accordance with the Administrative Procedures Act of the State of Rhode Island. All Licensees shall abide by any such amendments.~~

~~(D) — Waiver. The Division in its discretion may waive any rule contained herein when such waiver shall be in the best interests of the state of Rhode Island and the sport of jai alai.~~

Statement of Statutory Powers

~~By virtue of a 1987 amendment to the General Laws of the State of Rhode Island, R.I. Gen. Laws § 41-1 *et seq.*, the Racing and Athletics Division of the Department of Business Regulation shall assume all of the statutory powers previously allotted and designated by law to its predecessor, the Rhode Island Commission on Horse Racing and Athletics.~~

Section 1 — Definitions, Construction, Interpretations

~~In applying the rules and regulations as contained herein, including all amendments thereto, the following definitions, constructions and interpretations shall apply:~~

~~(A) — Act. Act shall mean R.I. Gen. Laws § 41-7-1 *et seq.* enacted by the Rhode Island General Assembly authorizing the existence of jai alai in the State of Rhode Island.~~

~~(B) — Applicant. Applicant shall mean, according to the requirement of the text:~~

~~1. — A person seeking to obtain an occupational or professional license from the Division, or~~

~~2. — An individual, partnership, or corporation seeking to obtain a license to conduct a jai alai meeting pursuant to the Act.~~

~~(C) — Association. An Association is any individual, partnership, or corporation licensed to conduct a recognized jai alai meeting pursuant to the Act.~~

~~(D) — Board of Judges. The panel of three (3) Judges, acting together or such of them as may be acting at the time. In matters involving Game/playing infractions, the Board of Judges shall be comprised of the supervisor of jai alai, the Division Judge, or a Division representative designated by the supervisor of jai alai, and the Player manager, or his assistant, appointed by the Association in accordance with these regulations. In all other matters, the Board of Judges shall be comprised of the supervisor of jai alai, the Division Judge or other Division representative appointed by the supervisor of jai alai, and the general manager of the Association or his designee.~~

~~(E) — Branding. A capability of the cash sell system by which a pari-mutuel ticket is imprinted~~

~~with information identifying it as a cancelled ticket or a cashed out ticket and automatically the concomitant corrections are made within the system's memory.~~

(F) — Cesta. ~~The Spanish name for the basket used to catch the ball in the Game of jai alai.~~

(G) — Day. ~~Shall mean, according to the requirement of the text:~~

1. ~~A period of twenty four (24) hours, beginning at midnight.~~

2. ~~Any period of twenty four (24) hours beginning at midnight and included in the period of a meeting.~~

(H) — Division. ~~The Division of Racing & Athletics, Department of Business Regulation, of the State of Rhode Island.~~

(I) — Fraudulent and/or corrupt practice. ~~This shall mean any attempt to enrich oneself or associates, or gain any advantage, through unfair, unlawful or dishonest behavior in connection with the playing of the Game of jai alai.~~

(J) — Fronton. ~~Whenever the word Fronton may be used it shall be construed to mean that building or enclosure in which is provided one (1) or more playing courts with three (3) walls so designed and constructed for the playing of the Game of jai alai.~~

(K) — Game. ~~A Game is a contest between Players for any purse, stake or reward at any licensed Fronton and in the presence of three (3) Game Judges.~~

(L) — Gender. ~~Reference in these rules to the male gender shall be determined to include the female gender unless the circumstances preclude such inclusion.~~

(M) — Judges. ~~Judges shall be deemed to mean the Game Judges of the meeting, or their substitutes, acting together, or such of them as may be acting at the time.~~

(N) — Licensee. ~~This shall mean, according to the requirement of the text:~~

1. ~~An Association that has received a license from the Division to conduct jai alai with pari-mutuel wagering.~~

2. ~~A person with an occupational or professional license issued by the Division.~~

(O) Matinee. ~~A Program of Games conducted at a Fronton which concludes by 7:00 P.M.~~

(P) Minor. ~~A Minor shall be any person under the age of eighteen (18) Years.~~

(Q) — Month. ~~This shall mean a calendar Month.~~

(R) — Net pool. ~~The total amount bet in a specific pool minus the deduction allowed by the Act~~

~~for the state and the Association.~~

(S) — ~~Night performance.~~ A Program of Games conducted at a Fronton which begins at 7:00 P.M. prevailing time, or later.

(T) — ~~Place.~~ In jai alai shall mean first, second or third in that order is called "win," "place," or "show."

(U) — ~~Pelota.~~ The Spanish name of the ball used in the playing of the Game of jai alai.

(V) — ~~Player.~~ A jai alai Player shall be one who is under contract to any jai alai Association and participates in any official Game of jai alai, and holds a current valid license from the Division. In proper context, Player means Players.

(W) — ~~Post Position.~~ The position assigned to the Player by the Player manager.

(X) — ~~Post Time.~~ The time set for the first serve in a Game which must be shown a reasonable time prior to a Game on a clock device prominently displayed and clearly readable by the spectators.

(Y) — ~~Program.~~ Shall mean according to the requirement of the text:

1. ~~A schedule of Games of either a Matinee or Night Performance.~~

2. ~~The schedule of Games as prepared by the Player manager and printed by the Association for sale to the public.~~

(Z) — ~~Recognized meeting or meeting.~~ Any jai alai meeting given by an Association in good standing, within the Fronton, licensed and conducted under the sanction of the Act and the rules and regulations of the Division; and constituting the entire consecutive period of Days (excluding Sundays only) that has been granted to the Association by the Division to conduct the Game of jai alai. This rule shall not preclude the period of time necessary to complete the Program of a Saturday Night Performance, which runs into Sunday morning and which is not in conflict with the laws of Rhode Island.

(AA) — ~~Tote or Tote Board.~~ This shall mean the totalisator.

(BB) — ~~Year.~~ Shall mean a calendar Year.

~~Singular—plural.~~ Whenever singular words are used they may include the plural, except where the context otherwise provides.

Section 2 — Application for License To Conduct Meeting

~~(A) — License, form, date. No individual, partnership or corporation shall hold or conduct any meeting within Rhode Island at which jai alai is permitted for any purse, stake or reward and where pari-mutuel wagering is conducted unless such individual, partnership or corporation is licensed by the Division as provided in these regulations.~~

~~1. Applications for a license shall be made on forms supplied by the Division and shall be filed with the Associate Director of the Division on or before a Day fixed by the Division.~~

~~2. Each Applicant shall file such forms as may from time to time be required by the Division.~~

~~(B) — Licensing new Applicants. In granting a license to any new Applicant the Division will consider the following matters:~~

~~1. — Opportunity for the sport to develop properly.~~

~~2. — Extent of community support for the promotion and continuance of the Fronton.~~

~~3. — The character and reputation of the men identified with the undertaking.~~

~~4. — Financial ability of the Applicant to promote a facility.~~

~~5. — The type and quality of the facility proposed.~~

~~6. — The possible avoidance of competition with other established pari-mutuel facilities in Rhode Island, if applicable.~~

~~The Division may reject any application for a license for any cause which it deems sufficient.~~

~~(C) — Corporations. All corporate Applicants shall be Rhode Island corporations or corporations authorized to do business in Rhode Island. It shall file with the Division along with its application, the names, addresses, dates and places of birth of the officers and directors, the date of incorporation, and a copy of the original certificate of incorporation and of any amendments; a statement giving the names, addresses, dates and places of birth of all its stockholders and the number of shares registered in the name of each and shall likewise file revised statements giving such information from time to time as changes occur; and if any shares be registered in the name of a corporation or in the name or names of one (1) or more persons as trustees or otherwise for a corporation, the Applicant shall, at the same time and in the same manner, furnish a similar statement with respect to the stockholders of such corporation. In the case of publicly owned corporations, provisions of this rule may be waived at the discretion of the Division.~~

~~(D) — Partnerships. If the Applicant is a partnership, it shall file with the Division, along with its application, the names, addresses, dates and places of birth of all the partners, general or limited, and the percentage of ownership of each and shall likewise file revised statements giving such information from time to time as changes occur, and if one or more of the partners be a corporation, shall comply with the provisions of rule 2(C) of this section.~~

~~(E) — Individual. If the Applicant is an individual, he shall file with the Division, along with his application, his name, address, date and place of birth.~~

~~(F) — Change of ownership. No change of ownership may be made without prior written approval of the Division. In the case of publicly owned corporations, the provision of this rule may be waived at the discretion of the Division.~~

~~(G) — Verification. The application, if made by an individual, shall be signed and verified under oath by such individual, and, if made by two (2) or more individuals or a partnership, shall be signed and verified under oath by all of the individuals or by all of the members of the partnership, whether general or limited, as the case may be. If the application is made by a corporation, it shall be signed by an officer of the corporation duly authorized by the board of directors and shall affix to the application a certified copy of the minutes or resolution of the board of directors specifically authorizing that officer to sign the application for the corporation. The seal of the corporation shall be affixed to the application and to the certified copy of the minutes or resolution.~~

~~(H) — Leasing jai alai plant. A license shall not be issued to an Applicant if the Applicant is a lessee of the land and/or buildings for its facility and the owner of the land and/or buildings is an individual, partnership or corporation who would be unable to secure a license to conduct a meeting from the Division pursuant to rule (B)(3) of this section by reason of the character and reputation of said owner. If the Applicant's jai alai plant or any part thereof, including land and/or buildings, is leased, the Applicant shall furnish the name, address, date and place of birth of the owner, or if the owner be a corporation, the names, addresses, dates and places of birth of the officers, directors and stockholders thereof. No license shall be granted to the Applicant who fails to submit such information to the Division as the Division may request from time to time. Failure to report changes in the lessor's ownership and failure to obtain Division approval thereof may be cause for revocation of license.~~

~~(I) — Fingerprints, photograph. Each Applicant including partner, officer and director shall have their fingerprints and photograph taken by the Division before any license is issued. Every stockholder of an Applicant shall comply with this rule, with the exception of those stockholders holding less than 5% of the shares issued. In the case of publicly owned corporations, the provisions of this rule may be waived at the discretion of the Division.~~

~~(J) — General information required. All Applicants for a license shall submit on, or as part of, their application:~~

- ~~1. The number and actual period of Days, the hours of each Day it intends to conduct jai alai Games, the number of Games on a Day's Program or Programs and the Post-Time for the first Game which the Applicant desires for a jai alai meeting.~~
- ~~2. The estimated cost of the Fronton to be constructed and a general description of such plant.~~
- ~~3. A description of the site of the proposed Fronton, including its acreage.~~
- ~~4. A statement of the plan of financing of the Fronton and if the arrangements have been made for the flotation of securities, the name and address of the person or firm with whom such arrangements and terms have been made.~~
- ~~5. General specifications, surveys, studies and analyses by competent and qualified experts shall be furnished to the Division to ascertain such factors as proposed attendance, traffic flow, income, or any and all other matters necessary for the Division to make a determination with respect to the matter of the application. The Division reserves the right to reject inadequate or unsatisfactory specifications or to demand additional information and specifications from the Applicant.~~
- ~~6. The written verification of the building and zoning officer of the municipality where the Fronton is proposed to be built that the erection of a Fronton in that locality as to all particulars is not in violation of any local ordinance or zoning regulation.~~
- ~~7. Such other information and requirements as the Division may deem necessary.~~

~~(K) — Blueprints. The granting of a license to an Association by the Division for the first time shall be conditional upon the Association furnishing, at its own expense, such data as the Division shall require to enable it to carry out fully and effectually all of the provisions and purposes of the Act which may include, but shall not be limited to, the following: A map or plan of its Fronton and plant, drawn to such reasonable scale as may be required, showing all structures, piping, fire hydrants and other fixed equipment thereon, with dimensions and nature of construction duly noted thereon; and when any material changes are made therein, a similar map or plan showing such changes and drawn to the same scale, shall be forthwith filed with the Division. The blueprints and specifications shall be subject to the approval of the Division, which, at the expense of the Applicant, may order such engineering examination thereof as the Division deems necessary. The erection and construction of the Fronton shall be subject to the inspection of the Division. The Division may employ such inspectors at the expense of the Applicant, as it considers necessary for that purpose.~~

~~(L) — Minimum standards. The plans and specifications of an Applicant for a license must meet all the standards enumerated in the uniform building code and uniform fire code of the State of Rhode Island, any and all standards of the municipality in which the Applicant proposes to build its Fronton, and any other standards that the Division, in its discretion, may prescribe.~~

~~(M) — Condition of license. Any license granted to an Association shall be subject to all rights, regulations and conditions from time to time prescribed by the Division.~~

~~(N) — Renewals. A license granted shall be renewed from Year to Year pursuant to these regulations upon application by an Association for jai alai dates and filing of any such forms requested by the Division with the Associate Director by such date as shall be determined by the Division. In acting on renewal applications, the Division shall consider the requirements specified in rules (B)(3) and (B)(4) of this section.~~

~~(O) — Revocations — suspensions. The Division may revoke the license or fail to renew the license of an Association after a hearing for any one of the following reasons:~~

- ~~1. If it makes any false statement in any form it files with the Division.~~
- ~~2. If a transfer in ownership is made which has not been approved by the Division.~~
- ~~3. If the Association fails to meet its financial obligations.~~
- ~~4. If it materially violates the rules and regulations of the Division.~~
- ~~5. If there has been a material change in the character and reputation of the men identified with the undertaking which the Division determines is not in the best interests of the state of Rhode Island.~~
- ~~6. If it fails to conduct jai alai with pari-mutuel during any Day of the meeting without sufficient cause therefore.~~

~~(P) — Non-transferable. No license shall be transferable or assignable in any manner or in any particular without the prior written approval of the Division.~~

Section 3 — Requirements of Association

~~(A) — Prize money to jai alai Players. All payments to jai alai Players in regards to prize money will be made by check payable either weekly, semi-Monthly or Monthly. A record of the prize money and the payment will be open to inspection at all times for the Division or its representatives.~~

~~(B) — Conditions for Games — contracts. At least fifteen (15) Days before the start of a meeting, the Association shall submit to the Division the conditions for all Games it proposes to hold together with the purses and rewards. A copy of the Players' contracts shall be available for the inspection of the Division, along with any other information requested by the Division.~~

~~(C) — Offices for Division. Each Association shall provide within its Fronton an office or offices for the use and disposal of the Division. Members of the Division and its designated representatives shall have the right of full and complete entry to any and all parts of the Fronton of the Association licensed to conduct jai alai.~~

~~(D) — Daily records to be filed. The Association shall maintain, in an adequate filing system, records, from Day to Day, of all Players and performances.~~

~~(E) — Liability insurance. Before any license shall be issued, the Association shall deposit with the Division a policy of insurance against personal injury liability. The insurance shall be in an amount approved by the Division, with premium prepaid. The policy shall name the State of Rhode Island as an additional insured.~~

~~(F) — Dates, time and number of Games. The Division shall determine the number of jai alai playing Days to be awarded, which shall not be less than 100 Days in a Year's time unless waived by the Division for the Association's initial Year in operation; the actual Days awarded; the number of Games; and the time that Games may be held during a given Day of the meet.~~

~~(G) — Make-up dates. In case of emergencies when, for good cause, jai alai with pari-mutuel wagering cannot be played during a meeting, the Division may award make-up Days to be utilized on such dates as the Division may determine.~~

~~(H) — Emergency lighting. An Association shall have emergency lighting ready to be operated in case of emergency for the protection of patrons.~~

~~(I) — Performance bond. An Association which is granted a license to conduct a meeting may be required to give to the state of Rhode Island a performance bond in such amount as the Division shall determine before said license is issued.~~

~~(J) — Riot control. At least fifteen (15) Days before the start of a meeting, the Association shall provide the Division with a plan for riot control.~~

~~(K) — Information for Division, state tax department. The Association shall promptly give to the Division and to the state tax department such information in writing as either may request and shall freely and fully cooperate with them in every way.~~

~~(L) — 34 Player roster. Each Association shall maintain a minimum of 34 Players on its roster unless the Division determines otherwise.~~

Section 4 — Equipment and Facilities

~~(A) — Playing court. The dimensions of the playing court shall be approved by the Division. The playing court shall be a three-walled court, namely, front wall, back wall, and side wall. The length of the court shall be no less than 170 feet. The width of the court shall be no less than 50 feet. The underserve and overserve lines, and the serve line shall be plainly marked on the playing court. All walls and the playing court floor shall be constructed of concrete or other similar solid substance. The entire playing court shall be separate from any other part of the Fronton but in full view of the public.~~

~~(B) — Maintenance of sanitary Fronton. Jai alai Associations shall at all times maintain their~~

~~Fronton in good sanitary condition and with a special consideration for the comfort and safety of the public, and of all those whose attendance is required by official duties.~~

~~(C) — Display of winning numbers. Associations shall install and maintain equipment for the purpose of displaying the numbers of the Placed Players at the conclusion of each Game.~~

~~(D) — Erection, removal of structures. Any plan to alter, construct or remove structures on the Association grounds must be approved by the Division.~~

~~(E) — First aid room. The Association shall provide a first aid room in the Players' room with the necessary medicines and equipment required for such cases and also a separate first aid room somewhere in the building for the benefit of the public and employees.~~

~~(F) — Nurse. Each Association shall provide a licensed Rhode Island nurse who shall report at the Fronton before the start of the first Game and who shall remain available until the final scheduled Game is completed on every meeting Day.~~

~~(G) — Sanitary facilities for Players. Each Association shall make such sanitary arrangements for baths, toilets, etc. for the use of Players as may be reasonably required by the Division.~~

~~(H) — Program. A Program shall be printed for each Matinee or Night Performance by the Association. This Program shall contain the names and numbers of the Players who are to compete in each Game for that Matinee or night. These names and numbers are to appear in the order of Post Position and said Post Positions to be designated by numerals at the left and in line with the names of the Players in each Game. It shall also include the names of the official substitutes for each Game and such other information that is deemed necessary.~~

~~(I) — Time clock. The Association shall have a time clock indicating the correct time of day and indicating the Post Time of the next Game, which shall be posted at the finish of every Game. The time clock shall be located in a position that will be readable from any place in the audience.~~

~~(J) — Exclusions from Players' quarters. The Association shall exclude from the Players' quarters all those persons who have no immediate business with the Players, except the members of the Division, its duly authorized representatives, authorized Association personnel, and those having special permission from the Division. A list of such authorized personnel shall be forwarded to the Division, and the Division reserves the right to restrict such admittance.~~

~~(K) — Players' quarters secured. The Player manager, or his assistant, shall see that the back entrance to the Players' quarters is locked one (1) hour prior to the start of the first Game of a Program and shall remain locked until the final Game of a Program is posted as official. The entrance shall be opened only for the admittance of licensed Players reporting to the Players' quarters for a performance; the departure of licensed Players following the last Game in which the Player performs or is scheduled to substitute; the Player manager, assistant Player manager, Cesta and Pelota maker, trainer, nurse, and other licensed Players' quarters personnel; and emergency personnel, such as ambulance attendants, doctors, firemen, etc., acting in their official~~

~~capacity in response to an emergency in the Fronton.~~

~~(L) — Inspection of premises prior to meet. Not less than fifteen (15) Days prior to the opening of any meet authorized by the Division, the Division, at the expense of the Association, shall make an inspection of the Fronton where the meet is to be held, and unless the Fronton is found to be safe for persons or is rendered safe therefore prior to the opening of the meet, the license for the meet shall be revoked.~~

~~(M) — Clean grounds. Each Association shall keep and operate all of its grounds, including parking areas, in a clean and dignified manner.~~

Section 5 — Occupational Licenses

~~(A) — Officials and participants must be licensed. Associations conducting jai alai meetings shall not permit any official, pari-mutuel employee, Player, computer or Tote employee, security employee, Association employee whose job requires his presence at the Fronton at any time, concession employee, and any assistants thereto, including employees of any vendor or service company whose job requires his presence at the Fronton during performance hours, to operate on its premises unless said person has received a license from the Division and has been photographed and fingerprinted by the Division. No license shall be delivered to the Applicant unless evidence is presented to the Division that the Applicant will participate in a jai alai meeting in Rhode Island during the period of his license. Application for a license shall be made on forms supplied by the Division and all questions therein shall be answered. Every license granted shall provide that the Licensee shall comply with the rules and regulations and that violation thereof may be punished by fine, suspension or revocation of license.~~

~~(B) — Badges. The Division shall supply each Licensee with a badge showing the badge number, name, department and photograph and any other information which the Division, in its discretion, shall require. Badges are only to be worn by the Licensee and are non-transferable. The Division shall determine, in its discretion, which Licensees are to wear the badges on their person, and which Licensees may carry the badge on their person.~~

~~(C) — Contractual concessionaires. All contractual concessionaires must obtain a license from the Division and pay the fee required by the Act, if any, and must submit such data and information to the Division as the Division in its discretion may require. Such license must be taken out for each Association at which the concessionaire plans to operate.~~

~~(D) — Qualification for license. If the Division shall find that the financial responsibility, experience, character, and general fitness of the Applicant are such that the participation of such person will be consistent with the public interest, convenience or necessity and with the best interests of jai alai generally, in conformity with the purposes of the Act, it shall thereupon grant a license. If the Division shall find that the Applicant fails to meet any of said conditions, it shall not grant such license and it shall notify the Applicant of the denial.~~

~~(E) — Suspensions — revocations. If the Division shall find that the financial responsibility, character and general fitness of the Licensee are such that the continued participation of such~~

~~person will not be consistent with the public interest, convenience or necessity, and with the best interests of jai alai generally, in conformity with the purposes of the Act, it shall thereupon revoke or suspend said license.~~

~~(F) — Unlicensed activity forbidden. No person requiring a license from the Division shall carry on any activity whatsoever upon the premises of an Association unless and until he has been so duly licensed, except that any such person with the consent of the supervisor of jai alai may so act pending action on his application duly filed and with the exceptions specified in rules herein and hereafter set out. Any person who employs anyone in contravention of these regulations may be fined or suspended.~~

~~(G) — Surrender of license/badge. Each license and/or badge issued is the property of the Division and must be returned to the Division upon termination, suspension, or revocation as required by the Division at such time.~~

~~(H) — Examination of licenses. All persons who have been issued a license by the Division must keep such license or badge in his possession subject to the examination by the Division or its duly authorized representatives, or officials of the Association, at any time they deem necessary or proper.~~

~~(I) — Procedure for revocation. License shall be revoked by order of the supervisor of jai alai and chief of security rather, than Division meeting and after timely hearing with notice to Licensee.~~

~~(J) — Unauthorized use of credentials. No Licensee shall permit any other person or persons to use his badge or credentials for entering into any part of the Fronton. Any Licensee who violates this rule is liable to suspension or a fine not to exceed \$200.00 or both, and if he continues to violate the rule, he may be ruled off or otherwise punished, as the Division may decide.~~

~~(K) — Duration of license. No license shall be granted for a period longer than one (1) Year, and every such license shall expire on the 31st day of December of the Year of the date of approval.~~

~~(L) — Payment of fines. Any person who pays a fine imposed on another may be fined or suspended.~~

~~Section 6 — Communication Lines~~

~~(A) — Division approval. No telephone, teletype, signal device, radio, television or other method of electrical, mechanical, manual or visual communication shall be installed within the Association facility until approved by the Division.~~

~~(B) — Closing telephones. All telephones in the Association facility where a meeting is being conducted except those specifically exempted by the Division shall be closed at Post Time for the first Game of a performance. Except as authorized by Division officials, no calls shall be initiated or received after the telephones are closed until after the conclusion of the last Game of the performance.~~

~~(C) — Approval for radio, television, press. An Association desiring to broadcast, televise, or transmit Game information by any means and in a manner not inconsistent with state or federal law, shall first obtain the approval of the Division. The Association may permit, subject to the approval of the Division, representatives of the media to send, for the exclusive use of such media, news items, the official results of each Game, and related pertinent data.~~

~~(D) — Prohibition. No patron or employee will have or will be permitted to have in his possession any transmitting device while at the facility during a performance unless specifically authorized by the Division.~~

~~(E) — Totalisator room. The totalisator Licensee will be permitted to install a direct telephone line connecting the totalisator room with the technical support office of the totalisator Licensee. This telephone will not be capable of placing telephone calls other than the direct connection previously described. Any other telephone calls placed from the totalisator room shall be made through the facility switchboard and shall be governed by the conditions described in section 6(B).~~

~~**Section 7 — Accounting**~~

~~(A) — Requirements. Associations shall so keep books and records as to clearly show the total amount of contributed to every pari-mutuel pool on each Game separately and within one hundred and twenty (120) Days after the conclusion of each calendar Year shall submit to the Division a complete audit of its accounts, certified by a public accountant licensed to practice in the state, and, in addition, shall submit a detailed annual audit to the Division.~~

~~(B) — Statements and schedules. These audits shall be retained in the Division's confidential files and shall include, although not limited to, the following statements and schedules:~~

~~a)Balance sheet,~~

~~b)Profit and loss statement,~~

~~c)Statement application of funds,~~

~~d)Daily distribution of pari-mutuel handle schedule,~~

~~e)Daily admissions, receipts and taxes schedule,~~

~~f)Insurance schedule (this should include the names, addresses of all companies with whom the policies have been placed as well as the agents with whom the policies have been placed),~~

~~g)Depreciation schedule,~~

- ~~h)Salaries and wages of all departments,~~
- ~~i)Salaries paid to officials and department heads,~~
- ~~j)Contribution or donation schedule,~~
- ~~k)Miscellaneous revenue schedule (this shall be in detail as to source),~~
- ~~l)Legal and accounting fees schedule,~~
- ~~m)Travel and entertainment schedule (in complete detail showing the actual disposition of these funds),~~
- ~~n)Taxes paid and accrued,~~
- ~~o)Advertising expense,~~
- ~~p)Organizational data (listing directors, officials, etc., a schedule of stockholders may be submitted under separate cover), and~~
- ~~q) Certificate of accountant who prepares audit.~~

~~(C)Division access, inspection and monitoring. The Division or its duly authorized representatives or agents and the tax commission or his agents are authorized:~~

~~1. To enter upon the premises of any Association for the purpose of inspection, examining or testing any and all files, books, and records, and for the purpose of monitoring cashiers, pari-mutuel clerks and other persons handling money or records on said premises.~~

~~2. To monitor and test the internal control system of all phases of the cash flow, revenue and expenditures including unannounced entry into the money room for cash counts which may be part of said auditing procedure. The Division, its agents or representatives are to be provided with total cooperation and such written information in a timely manner as may be requested from each Licensee. In addition, each Association shall make available to the Division all records and information generated from consulting with or examinations by third party firms which materially impact the financial operation of a facility or Association.~~

Section 8 — Uncashed Tickets

~~(A) — Outsbook. Every Association shall carry an account called the outsbook which shows the total amount due for current and prior meetings outstanding unredeemed mutuel tickets which represents the winning tickets not presented for payment and the unredeemed refundable mutuels tickets for cancelled Games and/or equipment malfunctions.~~

~~(B) — Records. A record of all current unpaid pari-mutuel tickets shall be prepared and retained by the computerized totalisator service utilized by the Association at the end of each performance as requested by the Division. A copy of the outstanding tickets report prepared by the calculating room showing the daily accumulation of the current outs totals shall be delivered to the Division by the Association within forty-eight (48) hours after the close of each performance.~~

~~(C) — Requirements. The current meeting's outsbook shall include the date, performance, totalisator Game code (where applicable), type of wager, amount wagered, winning combination, payoff amount, number of winning tickets outstanding and total amount outstanding for the meeting and shall be furnished in accordance with the requirements of this section. For systems that utilize a ticket identification code, at no time will a decipherable ticket identification code appear in the outsbook, unless specifically authorized by the Division. The Association shall provide the Division with a complete outs listing as described in this paragraph for the prior meeting(s) when so requested, which indicates the time, date and reason for all adjustments.~~

~~(D) — Update. The outsbook shall be updated at the end of each subsequent performance by the reduction of the amount and number of tickets outstanding for each outstanding ticket cashed and the addition of outstanding tickets data for the performance just ended. The supporting data utilized for such update shall be presented along with the update in a manner prescribed by the Division.~~

~~(E) — Cashing tickets. When cashing pari-mutuel tickets which have been entered in the outsbook, the Association shall be responsible to see that the ticket is Branded (for systems with that capability) or that on the back of each ticket there is clearly stamped the number of the cashier, the words "out ticket," and the date such ticket was cashed.~~

~~(F) — Records to be retained. No original records pertaining to pari-mutuel operations or cashed winning pari-mutuel tickets, including outstanding tickets cashed, shall be destroyed without permission of the Division.~~

~~(G) — Limitations. No tickets are to be honored for payment unless presented for payment within one (1) Year from the last Day of the meeting in which the ticket was purchased. At the expiration of this limitation period, the value of the outsbook shall be paid over to the state and a final update of the outs listing represented by the amount paid over to the State shall be submitted to the Division.~~

~~(H) — Discrepancies. It is the Association's responsibility to ensure the accuracy of transactions involving the outs account and to reimburse the account for any errors, misrepresentations, or discrepancies and provide the Division with a full explanation as soon as possible thereafter.~~

~~(I) — Money retained in operating account. All money representing the value of the outsbook shall be retained by the Association in a regular or restricted operating account during the period of its licensed meeting. Within forty-eight (48) hours from the completion of the current meeting all amounts due on the outsbook shall be placed in a special account specifically for this purpose from which payments shall be made pursuant to the rules and regulations.~~

~~(J) — Certification. The mutuel manager shall be responsible for the adequate and timely maintenance and reconciliation of the outbook, and shall further certify the validity of the entries and the accuracy of the computations in the outbook and shall include such certification in the final update that is submitted to the Division.~~

~~**Section 9 — Remittance of Monies for Underpayment in the Mutuels and Collection of Fines**~~

~~(A) — Underpayment. All monies accruing from underpayment to the public of the mutuels payout irrespective of cause shall be paid over to the State of Rhode Island by the close of the next banking Day.~~

~~(B) — Fines. All monies collected as fines or penalties upon Players, officers, or Association employees by the Players' manager, chief Judge and Division Judge shall be paid over to the State of Rhode Island by the close of the next banking Day.~~

~~**Section 10 — Violation of Rules and Regulations**~~

~~(A) — Liability. Any person or Association licensed by the Division violating any of these rules or regulations shall be liable to the penalties herein provided, unless otherwise limited in and by the rules and regulations of the Division. It is the duty and responsibility of all such persons and Associations to know these rules.~~

~~(B) — Penalties. The penalties for violation of the Act or the rules of the Division shall be as follows:~~

- ~~a) Denial, revocation or suspension of license;~~
- ~~b) Monetary fines not to exceed \$ 5000 for each violation;~~
- ~~c) Suspension from one or more activities at the Fronton;~~
- ~~d) Expulsion from jai alai; or~~
- ~~e) Any combination of the above.~~

~~(C) Right to hearing. Any person who claims to be aggrieved by a decision of the Division Judge, chief Judge, or Player manager may appeal said decision to the Division in accordance with these rules and the Division rules concerning "Rules of Practice and Hearing Procedures." Whenever a matter has been referred to the Division by the Division Judge, chief Judge, or Player manager, or whenever the Division, on its own initiative, shall determine to take cognizance of any alleged violation or any other matter within its jurisdiction, or whenever a license granted by the Division is to be suspended or revoked, an opportunity for a hearing in accordance with the Division rules concerning "Rules of Practice and Hearing Procedures" shall be afforded.~~

Section 11—Officials of Meetings

~~(A)—Designation of officials. Officials of a jai alai meeting shall include the following:~~

- ~~a)The three (3) Game Judges,~~
- ~~b)Player manager, and his assistant (if applicable),~~
- ~~c)Chief of Security,~~
- ~~d)General Manager, and his assistant (if applicable), and~~
- ~~e)Pari-mutuel manager, and his assistant (if applicable).~~

~~(B)—Approval of Division. At least thirty (30) Days prior to the first Day of a jai alai meeting, the Association shall submit in writing to the Division the names of all jai alai officials engaged for the meeting, and no jai alai official shall be qualified to act until he shall be licensed by the Division and pay the fee, if any, required by the Act. It shall be the duty of the Division to ascertain that the persons submitted are fully qualified to perform the duties required of them. In the event of incapacitation of any such approved jai alai official, the Association may, with the approval of the Division, appoint a substitute who must, within seven (7) Days of his appointment, obtain a license from the Division and pay the required fee.~~

~~(C)—Subject to approval. All officials enumerated in rule 11(A) of this section shall be appointed by the Association holding the meeting. All the appointments are subject to being licensed by the Division, which reserves the right to demand a change of personnel for what it deems good and sufficient reason, the successors to officials so replaced to be subject to being licensed by the Division.~~

~~(D)—Dual job limitations. No Fronton official shall be appointed as both Player manager and chief Judge or matchmaker and chief Judge. The only position that may be held by the same official are those of Player manager and matchmaker. However, if an operating official is required to fill more than one position due to emergencies, he may do so upon approval of the supervisor of jai alai, which shall last for the Day of the appointment only, and a full written report of the circumstances must be filed with the Division.~~

~~(E)—Compensation. All officials enumerated in this section shall be compensated by the Association conducting the meeting.~~

~~(F)—Prohibition. Any licensed person acting in any official capacity at an unrecognized meeting may be disqualified.~~

Section 12—Judges

~~(A)—Appointment, number. There shall be three (3) court Judges on the playing court during the Game at all times; a front court Judge and a back court Judge and a chief (center) court Judge~~

~~all appointed by the Association. The Association shall appoint and have licensed an alternate Judge who shall be available to act as an Association Judge if illness or injury should occur to any of the Association Judges. The alternate appointed Judge cannot be a member from the official Player roster. In the event of an extreme emergency, a temporary Judge may be chosen by the Association from the roster of active Players, preferably an injured or inactive Player, but such selection and causes relating thereto, shall be forthwith be reported by the Association to the Division, and subject to prior approval by the supervisor of jai alai.~~

~~(B) — Division Judge. The Division shall appoint a Division Judge who shall be the official scorer of all Games, supervise the officiating of all Games and report to the Division all questionable decisions of the Game Judges or participants, which he observes.~~

~~(C) — Stations, signals, whistle. The chief Judge and a front and back court Judge shall be stationed on the playing court prior to the start of each Game. The front and back court Judges' duty shall be to report by signal or otherwise to the chief Judge any irregularities or fouls made while a Game is in progress. All Judges shall be equipped with a whistle to be used to immediately signify when a foul has occurred.~~

~~(D) — Judges' authority. Every person participating in, and every patron of a licensed jai alai meeting shall abide by the laws and rules, and accept the Judges' decision on any and all questions to which their authority extends, subject to the right of appeal to the Division.~~

~~(E) — Decisions final. The decisions of the chief Judge shall be final during the playing of any Game and is not subject to appeal or review after the official awarding of a point. Any Player who plainly shows displeasure at any decision rendered may be penalized by suspension or fine, which in the Judgment of the Player manager is believed to be just. A Player may respectfully bring to the attention of the Judges through the Player manager or his assistant any matter which may have been overlooked by the Judges during a play.~~

~~(F) — Rulings. The Judges shall make all decisions immediately in accordance with the rules of jai alai. If a Judge notices an error within his jurisdiction, he must immediately signal the infraction. If the assistant Judges, one on either side of the chief Judge, are in disagreement on the point, then the chief Judge makes the final decision; however, if the two assistant Judges agree, then chief Judge must abide by their decision.~~

~~(G) — Failure to indicate foul. If any Judge(s) fails to indicate that a foul has been committed, and in the opinion of both the Division Judge and the Player manager (or his assistant) that such foul was committed without a reasonable doubt as to the validity of the foul and that such foul should have been clearly visible to said Judge(s), the Judge(s) in violation shall be subject to a written warning, fine or suspension.~~

~~(H) — Remain on court, posting number. The Judges will not leave the court until the official win, Place and show is posted on the payoff board at the end of each Game. It is the chief Judge's responsibility to see that the proper numbers are posted.~~

~~(I) — Qualifications for Judge. Those appointed as Judges shall be of unquestioned integrity,~~

~~familiar with the rules of jai alai, and shall not be under contract as an active Player at the Fronton. Where possible, court Judges should be ex-jai alai Players.~~

~~(J) — Judges separate facilities. An Association shall furnish facilities separate from Players and the public for use by the Judges for offices, lounging, and clothes change. Judges shall not socialize with Players at any time during a performance and shall limit their relations with Players to those required by the Judges' official duties.~~

Section 13 — Player Manager

~~(A) — Duties. The Player manager or his assistant shall attend each Game and be on call of the Division Judge, except when a Game is actually in play. He shall discharge all duties whether expressed or required by these rules and report to the Division Judge, as the case may demand, all violations on the playing court coming under his notice. He shall keep a complete record of all Games. He shall have the right to inspect all Players and Players' room attendants' licenses.~~

~~(B) — Players' dressing room. The Player manager shall be in complete charge of the Players' dressing room. It is his duty to see that all Players are identified properly before the start of every Game. Any irregularities shall be immediately reported to the Division Judge. In addition, the Player manager shall see that the back entrance to the Players' room is locked one (1) hour before the start of the first Game of a Program, and is secured in accordance with section 4(K) of the regulations.~~

~~(C) — Restriction against brothers, fathers and sons. The Player manager shall see that neither brothers nor fathers and sons play in the same Game against each other, nor shall they be the official substitute in any Game where such conflict may occur.~~

~~(D) — Matchmaker, Program. The Player manager shall also be the matchmaker and he shall file with the Division Judge a daily Program of Games. It shall be the responsibility of the Player manager to insure that all Games are competitive, with the exception of any Games in which "random selection" matchmaking techniques authorized by the Division have been utilized. He shall also list an official substitute Player for each Game which shall be used in the event that a Player scheduled to play has to be replaced.~~

~~(E) — Player participation. The Player manager shall be solely responsible for ensuring that Players appear in all Games in which they are scheduled to participate, as well as ensuring that all Players appear on the court for a practice session as required in subsection 15(D). Any discrepancies must be reported to the supervisor of jai alai and the Division Judge immediately.~~

Section 14 — Security

~~(A) — Director of security. Every Association shall employ a director of security who shall be licensed and who shall pay the fee, if any, required by the Act. The duties of the director of security are as follows:~~

- ~~a) Supervise the entrance to and exit from every gate within the grounds of the~~

~~Association at all times during the scheduled meet of said Association.~~

~~b) Supervise all security personnel in the constant search for undesirables and expulsion of same from the grounds during a meet.~~

~~c) Investigate and report to both the Division and the Association any action on the part of any party or parties which is, in his opinion, endangering the honest operation of any phase of the meet.~~

~~d) Enforce all Division and Association rules whether violator is patron or employee and assist in the apprehension of guilty party or parties and expulsion of same if requested by either the Association or the Division or its duly appointed representatives.~~

~~e) Chief of security or designate may inspect pocketbooks, packages and persons carrying same.~~

~~(B) — Daily police report. The Fronton security police and any other law enforcement agency acting in, on or about the licensed premises of any Fronton shall make one (1) copy of their daily police report, together with any additional pertinent information available to the said police agency, obtained either orally or in writing.~~

~~(C) — Responsibility of Association.~~

~~1. Each Association shall police the grounds at all times in such a manner as to preclude the admission of any person, not authorized by the Division or its representative, in the Players' dressing room, excepting those duly licensed by the Division, such as Players under contract to the Association, attendants, ball boy, ball and basket maker, registered physician or nurse.~~

~~2. Each Association shall police its grounds in such a manner as to properly protect the public and maintain order, to refuse admission to and eject from its premises any and all undesirable persons.~~

~~3. It shall be the duty of each Association, through its director of security, to notify the Division of all ejections and arrests, giving names, addresses and offenses in triplicate form. One copy will be given to the supervisor of jai alai, one (1) copy to Fronton security, and one copy to the Division office.~~

~~(D) — Complaints. Complaints against any official, officials, or employees shall be made in writing to the Division.~~

~~(E) — Minors prohibited. No person under the age of eighteen (18) shall be permitted to wager or in any manner participate in any pari-mutuel pool or system. In addition, no Minor shall be permitted in the wagering area, such area to be clearly designated by signs, and the Association shall police the wagering area to apprehend offenders of this rule.~~

~~(F) — Notification. The supervisor of jai alai shall be notified, as soon as possible, of any arrests, ejections or notable security incidents. This notice may be verbal and shall be delivered by the director of security or his designated representative. The written notification of such arrest, ejection, etc. shall be made in accordance with section 14(C)(3).~~

~~(G) — Disorderly conduct. No person shall use improper or abusive language to a Fronton official, or to any employee representing the Division. No person shall in any manner, or at any time, disturb the peace on the grounds of an Association. Anyone engaging in such conduct shall be immediately ejected from the facility and subject to the attendant consequences of ejection and any other penalty permitted by these regulations and the laws of the State of Rhode Island.~~

~~1. No Association employee, totalisator employee, concessionaire employee, or Player under contract shall use improper, abusive, or insubordinate language to any employee representing the Division. Anyone engaging in such practice shall be subject to a warning, fine, suspension or revocation of their occupational or professional license, or a combination thereof.~~

~~(H) — Ejection of persons. Through its director of security or his duly authorized representatives, an Association shall eject from its grounds all unauthorized persons, known undesirables, touts, persons ruled off, persons believed to be bookmakers or connected with bookmakers, persons whose licenses are revoked or under suspension, ejected persons, persons of lewd or immoral behavior, and persons engaging in boisterous or disorderly conduct, or other conduct which may be detrimental to the sport of jai alai or the public welfare. Likewise, the Division, on its own initiative, may instruct the director of security to eject aforesaid persons.~~

~~(I) — Ejectee reinstatement. Any person ejected by either the Association or the Division shall have the right to a hearing before the Division to show cause why he should be readmitted to the Association facility and such ejection should be terminated.~~

~~(J) — Effect of ejection. Anyone who has been ejected or whose license has been suspended or revoked by the official regulatory board having jurisdiction where the offense occurred, whether within or without the state of Rhode Island, shall be denied attendance at all facilities licensed by the Division until duly reinstated or until the matter has been otherwise determined by the Division.~~

Section 15 — Players

~~(A) — No pooling of prize money. Any pooling of the prize money between the Players is strictly prohibited and any Player violating this rule is subject to a suspension or fine, or both.~~

~~(B) — Uniform. Every Player must be dressed in a clean regulation uniform before the start of the first Game in which the Player is scheduled to play or substitute on each daily Program. Post Position shirts shall be as follows:~~

No. 1 — Red

No. 5 — Black

No. 2—Blue	No. 6—Yellow
No. 3—White	No. 7—Brown
No. 4—Green	No. 8—Purple/Orchid

(C) — ~~Safety helmet.~~ Protective helmets must be worn by all Players at all times while on the court.

(D) — ~~Practice.~~ All Players who are to participate in a Game must appear on the playing court and must practice prior to the start of the Game, thereby enabling the public to observe the Players who are to compete in the following Game.

(E) — ~~Positions.~~ Players shall take their positions off the playing court and near the starting point of each Game in numerical order; the order to be determined by the Post Positions appearing on the Program.

(F) — ~~Selection of ball.~~ The Player who is to serve at the start of each point shall have the right to select the ball and the receiver can only reject the ball if it is damaged.

(G) — ~~No smoking.~~ Players shall be prohibited from smoking while in the Players' cage and in view of the public during the Games. Violation of this rule shall subject the offending Player to a suspension, fine, or both.

(H) — ~~No communication.~~ Players shall not be permitted to contact, talk or signal any spectator at any time after retiring to the Players' room. Violation of this rule shall subject the offending Player to a suspension, fine, or both.

(I) — ~~Best efforts rule.~~ Jai Alai being a Game of skill, the winning or losing of a point depends entirely on the individual Player's skill and ability, or lack of it, and it shall be the duty of each Player at all times to make every possible effort to complete a return regardless of how impossible in some instances it may appear for such Player to make said return play. If in the opinion of the Judges, a Player shows lack of interest and does not use his best efforts while competing in an official Game, the offender shall be subject to suspension, fine, or both.

(J) — ~~Injured Players.~~ Each Player must compete in and complete the Games scheduled except in case of accident to any Player. In such case, the Player manager must use the official substitute shown on the Program to complete the Game and all bets made on the injured Player shall remain in effect on the injured Players' Post Position.

(K) — ~~Physical condition.~~ Each Player must notify the Player manager if he feels that he is unable to perform to his maximum ability, due to an illness and/or injury. This notification should be made as soon as possible to allow time to notify the Division and to inform the public that a substitution will be required. In such event, the Player manager must use the official substitute shown on the Program to participate in the Game and all bets made on the Players' Post Position shall remain in effect. It is the duty of the Player manager to replace any Player who notifies him of an illness and/or injury if, in his opinion, the Player will not be able to

~~perform to his full potential. A Player claiming illness or physical unfitness may request a physical examination by a licensed physician or registered nurse to determine the illness or unfitness.~~

~~(L) — Wagering prohibited. No Player under contract at a Fronton, his spouse, parents, siblings or children, may wager money or any other thing of value on the results of Games played at that Fronton.~~

~~(M) — Appearance in scheduled Games. All Players must participate in all Games in which they are scheduled to perform, once they have reported to the Players' quarters. The only exceptions to this rule are for illness, injury, or a bona fide emergency. Any Player who fails to appear in any Game in which he is scheduled to appear shall be subject to a suspension and fine.~~

~~(N) — Conduct. While on the court or in the Players' cage, Players shall at all times conduct themselves as gentlemen, and in a manner consistent with the best interests of jai alai.~~

~~(O) — Release and admissions. Players may arrive at the Fronton after the first Game has begun or may leave the Fronton upon completion of the last scheduled Game at the discretion of the Player manager, with the exception of those Players participating in a "Pick series" of Games, as defined in sections 30(Q) and 31(T). If released, the Player must leave the premises completely. The Player manager may at any time admit and release Players in emergency situations and must report such occurrences to the supervisor of jai alai and the Division Judge immediately, to be followed by a report in writing and in sufficient detail.~~

Section 16 — Substance Abuse

~~(A) — Use of controlled substances or alcohol prohibited. The use of a controlled substance or of alcohol by any Licensee officiating at, or participating in, a jai alai Game is prohibited.~~

~~(B) — Alcohol testing. The aforementioned Licensees, by applying for and holding such licenses, shall be deemed to have given their consent to submit to an approved chemical test of their breath for the purpose of determining the alcoholic content of their blood, and such test and test results shall be witnessed by the Division Judge, or a Division official authorized to witness such test. The failure to submit to such test may result in a suspension of ten (10) Days or until such time as the provisions of this section are complied with, whichever period of time shall be the longest. The above mentioned test shall be administered by the Division, or its designated representatives, and the Association shall render any assistance as may be required.~~

~~1.If there was at the time of giving such test 0.05 percent or less by weight of alcohol in the person's blood, it shall be presumed that the person was not under the influence of alcoholic beverages to the extent that their normal faculties were impaired, and no action of any sort shall be taken by the Division.~~

~~2.If there was at the time of giving such test an excess of 0.05 percent by weight of alcohol in the person's blood, such fact shall give rise to the presumption that the person was under the influence of alcoholic beverages to the extent that their~~

~~normal faculties were impaired and that person shall not officiate at or participate in any jai alai Game on the Day of such test.~~

~~3. Additionally, such Licensee found to be under the influence of alcoholic beverages shall be fined, or suspended for a period as deemed appropriate by the Division, or both. Upon a second offense within a twelve (12) Month period, such second offender may be further suspended pending completion of an alcohol abuse Program approved by the Division.~~

~~4. If any Licensee who is not of legal age to consume alcoholic beverages in the state of Rhode Island and if there was at the time of giving such test an excess of 0.01 percent of alcohol in the person's blood, such fact shall give rise to the presumption that the person has illegally consumed alcoholic beverages and that person shall not officiate at, nor participate in, any jai alai Game on the Day of such test, and shall be subject to the penalties defined in section 16(B)(3).~~

~~5. Notification. Upon determination that any of the aforementioned Licensees test positive for alcohol as defined in section 16(B)(2) and/or 16(B)(4), the Division Judge or authorized Division official witnessing the test shall immediately notify the supervisor of jai alai, Player manager, and general manager of the results of said test, and the chief of hearings and investigations of the Division shall be notified in writing of the results of the test, along with all pertinent circumstances.~~

~~(C) — Exclusion for prescription drugs. All Licensees officiating at, or participating in, a jai alai Game who are using controlled drugs or prescription drugs pursuant to a valid prescription or order from a licensed physician in the prescribed dosage must give written notice of such use to the Player manager. The Player manager must maintain such written records for inspection and use by authorized officials of the Division at all times. Any of the aforementioned Licensees who fails to provide such written notice as required by this section shall be subject to a warning, fine, or suspension, or any combination thereof.~~

~~(D) — Testing for controlled substances. The aforementioned Licensees, by applying for and holding such licenses, shall be deemed to have given their consent to submit to a urine or blood test for the purpose of detecting the presence of controlled substances. A controlled substance means any substance commonly referred to as drugs of abuse or anabolic steroids as contained in the Rhode Island Uniform Control Substance Act, R.I. Gen. Laws § 21-28 *et seq.*, as amended. Such tests shall only be conducted upon reasonable cause, based on specific objective facts, that a Licensee is believed to be using controlled substances which are impairing his ability to perform or officiate, as shall be determined solely by the Judges, Division Judge, or board of Judges at a jai alai meet. The failure to submit to such test may result in a suspension of up to ten (10) Days or until such time as the provisions of this section are complied with, whatever period of time shall be the longest.~~

~~1. — Delivery of specimen. All specimens of urine or blood must be delivered in the proximity of the Division Judge, or a Division official authorized to conduct this sampling. It shall be the obligation of the aforementioned Licensees to cooperate~~

~~fully with the Division representative in obtaining and securing any sample which may be required.~~

~~a. ——— Following a test of the urine or blood by the Rhode Island Department of Health, Division of Toxicology, or other testing laboratory designated by the Division, in accordance with established procedures to determine the presence of a controlled substance, if a controlled substance is found to exist, the Division may take such action as specified in section 16(D)(5), and the Division shall require said Licensee to submit to additional tests.~~

~~2. Procedures for positive test results. If a controlled substance is found to exist, the Division shall conduct a hearing on the facts and circumstances. All scientific laboratory reports shall be made available to the Licensee prior to any hearing on the matter, so as to give said Licensee benefit of technical information prior to any hearing date.~~

~~a. ——— Notification. Upon receipt of a positive test result, the chief of hearings and investigations for the Division shall immediately notify the supervisor of jai alai and the general manager of the results of said test, and the Licensee who has been tested positive for a controlled substance shall be immediately suspended and shall not participate in or officiate at any jai alai Game until the Division conducts a hearing on the matter, as specified in section 16(D)(2).~~

~~3. Prima Facie evidence. A positive report shall constitute prima facie evidence that the Licensee had within his body the controlled substance or drug as disclosed by the positive report, and that the Licensee has the burden of going forward with the evidence.~~

~~4. Standards for imposing penalties. When imposing penalties for a positive finding for controlled substances, the Division shall consider but not be limited to the following factors:~~

~~a) The nature of the controlled substance, e.g., marijuana, cocaine, opiates, amphetamines, barbiturates, PCP, anabolic steroids;~~

~~b) Whether the violator has a history of controlled substance abuse;~~

~~c) The age and experience of the violator;~~

~~d) The character and reputation of the violator; and;~~

~~e) Whether the violator has ever been the subject of disciplinary proceedings in this or any other pari-mutuel jurisdiction.~~

~~5. ——— Penalties. The Division shall, after a hearing concerning the positive test results, impose the following penalties for a Licensee found guilty of using controlled~~

~~substances.~~

~~a. — Following the first positive finding for controlled substances, within a twelve (12) Month period, the Division may suspend the Licensee or assess a monetary fine, or both.~~

~~b. — A second positive finding for controlled substances, within the twelve (12) Month period, the Division shall suspend the Licensee pending the completion of a substance abuse treatment Program approved by the Division.~~

~~c. — A third positive finding for controlled substances, within the twelve (12) Month period, the Division shall revoke the license of the offender.~~

Section 17 — Rules of the Game

~~(A) — Cancellations. The Association may, in an emergency, postpone or cancel any Game. It must immediately notify the supervisor of jai alai of any change and the reasons therefor, in writing, and said notification must be filed with the Division within twenty-four (24) hours after taking effect.~~

~~(B) — Termination of Game. When a Game is started, it cannot be terminated until win, place and show positions have been officially posted.~~

~~(C) — Start of Game. When a Game is started, the Player(s) representing Post Position one and the Player(s) representing Post Position two shall appear on the playing court. When signaled by the chief Judge, Player in Post Position one shall serve the first ball from the service line and the Game shall have been officially started.~~

~~(D) — Defective ball. Should a ball become defective during the playing of a Game, any Player on the court shall have the right to call said defect to the attention of the chief Judge and if, in the opinion of the chief Judge, it is defective another ball shall be put into play at the conclusion of a point.~~

~~(E) — The serve.~~

~~1. — A designated area on the playing court shall be specified from which a ball must be served and failure to comply with this rule shall cause the server to forfeit the point to his opponent.~~

~~2. — If the server for any reason does not complete a serve or should the ball touch any article of clothing or anything on the person of the server or his partner before being caught by the Cesta, the server shall forfeit the point to his opponent.~~

~~3. — Only one (1) serve shall be allowed for each point in all Games.~~

4. ~~On the serve, the ball must first strike the front wall, with the exception of the provisions of section 17(F).~~

(F) ~~Two-wall serve.~~ The Division may, at its discretion, waive the requirement specified in section 17(E)(4) to permit the use of the so-called "two-wall" or "carom" serve for use in doubles Games only. On this "two-wall" or "carom" serve, the ball may strike the side wall before striking the front wall. This waiver shall be for a period of one Year only, and if so desired, must be renewed on an annual basis. In addition, the Division may revoke this waiver at any time for reasons it deems appropriate.

(G) ~~Ball in play.~~ Upon the serve hitting the front wall, a ball shall be in play after it has fallen between the fault or underserve and pass or overserve lines, which lines shall be designated on the playing court, and it shall be ruled as a free ball and be in continuous play until a point is made.

(H) ~~Interference.~~ Should the ball hit any of the servers' opponents, the chief Judge shall decide whether it is a foul or whether the server should be credited with the point. The Judges shall also decide a play in the case of a contender obstructing a play of his opponent, as to whether it was done intentionally or accidentally. Should it be an intentional interference, the Player who caused it shall forfeit the point. If accidental or unavoidable, the point shall be played over. The Judges cannot rule interference if, in their opinion, the Player could not complete the shot if the interference had not occurred.

(I) ~~Official Games.~~ Official Games shall be known as elimination singles, elimination doubles, spectacular seven, spectacular nine, singles and doubles match Games, and Games known as "partidos" previously authorized by the Division.

(J) ~~Elimination Games.~~ In elimination singles, elimination doubles, spectacular seven, and spectacular nine Games all Players, with the exception of those in first and second positions, shall be seated on a bench in the rear of the court, said Players to be seated according to their Post Positions. When the Game has started, Players occupying first and second positions shall compete for the first point until one of the Players is eliminated, the Player winning the point shall then become the server and his opponent shall be that Player which is next in line on the front of the bench, and the Player which had just been eliminated is to take the rear seat on the other end of the bench until such time as all other Players seated on the bench have had an opportunity to play through elimination of one another and he becomes the first man on the bench again. Elimination Games are Games won by the process of elimination of Players until the scheduled points necessary are scored by Players to decide the win, place and show positions.

(K) ~~Points to win.~~ In elimination singles, elimination doubles, and spectacular seven Games, the number of points required to decide the winner shall be one less than the number of Post Positions competing in the Game. Spectacular seven shall be an eight Post Position seven-point Game in which all points are doubled after each Post Position has been on the court once. A spectacular nine Game shall be identical to a spectacular seven Game, with the exception that it is played to nine points.

(L) — Playoffs. After a winner has been declared, playoff rules to decide Place and show positions vary according to the number of points scored by the participating Players or teams and shall be played according to the Players' or teams' rotating position (not Post Position) i.e., in the order in which they were defeated.

1. — When there still remain five (5) or seven (7) Players or teams, all of which are tied without a point to their credit, the play-off shall be for a goal of one point less than the number of Post Positions represented in the playoff.

2. — When there still remain five (5) or seven (7) Players or teams, all of which are tied with one point or more, the play-off shall be continued until one Player or team reaches the number of points designated for the Game.

3. — In case of two (2) ties after a winner has been declared official, and there are still two Players or teams tied with the same number of points, the Place position shall be the Player or team making the next point, and show position shall go to the loser of said point.

4. — In case of three (3) ties after a winner has been declared official, and there remain three Players or teams tied for place or show, or both, the play-off shall be through elimination, according to their rotating position. If, at any time during a play-off, a Player or team reaches the designated number of points that the Game calls for, said Player or team shall immediately be awarded the Place or show position, as the case may be, and the remaining Players or teams shall forfeit the right to play for said position.

5. — In case of four (4) or six (6) ties after a winner has been declared official and there remain four or six Players or teams tied for Place or show, or both, the play-off shall be through elimination according to their rotating position. The first two Players or teams will play the first point. The next two (2) Players or teams will play for one (1) point, and the remaining (in case of six) Players or teams will also play for one (1) point. Winners of above points will play additional points to decide place or show position, as the case may require. If, at any time during a play-off, a Player or team reaches the designated number of points that the Game calls for, said Player or team shall immediately be awarded the place or show position, as the case may be, and the remaining Players or teams shall forfeit the right to play for said position.

(M) — Match Games. Singles or doubles match Games shall be composed of two (2) teams consisting of one (1) or two (2) Players on opposite sides and contesting for the number of points arranged by the Association.

(N) — Notice of cancellations, substitutions. When, for any reason, a change shall be made by substitution of one (1) or more Players, or should a Game be cancelled for any reason, official notice thereof shall be made and posted in the lobby and near the pari-mutuel windows; announcements of said changes must also be made from the Fronton playing court or over a

loudspeaker, notifying the public of any such changes. Said notices and announcements must be made as soon as possible before the start of the Game.

(O) — ~~House rules.~~ The Game of jai alai shall be played only in accordance with the rules and regulations described herein. Association modifications or "house rules" must have prior Division approval.

Section 18 — Fouls

(A) — ~~Lines.~~ Foul areas shall be indicated by steel frame, wire, wood, or padding and distinguished by a color different from the playing court.

(B) — ~~If committed points.~~ If a foul is committed by a Post Position, the point shall be awarded to the opposing Post Position. The fouls are:

1. — ~~When the ball strikes the screens or any other indicated foul area before it touches the front wall.~~
2. — ~~When the ball strikes the screens or any other indicated foul area after it touches the front wall, and before it touches the playing floor.~~
3. — ~~When the ball hits the wooden floor on its first bounce after striking the front wall.~~
4. — ~~When a Player catches a ball after its second bounce.~~
5. — ~~Holding or juggling. This occurs when a Player, in the opinion of the court Judges, fails to use one continuous motion, retains the ball in the Cesta longer than a reasonable time in his attempt to make a play, or allows the ball to leave the Cesta (juggling) in a manner that indicates the Player has lost control of the ball.~~
6. — ~~Change of posture or direction. This occurs when a Player, after initiating one motion, changes his momentum and uses an alternate motion in returning the ball.~~
7. — ~~After a ball has been served and it falls short of the fault or underserve line or goes beyond the pass or overserve line.~~
8. — ~~A served ball hitting the underserve or overserve lines.~~

(C) — ~~Chief Judge calls.~~ The chief Judge on his own initiative can call a foul. Should a foul be made by any Player which is observed by either of the other Game Judges during the playing for a point, said Judge shall call the foul immediately to the chief Judge's attention whose duty it shall be to stop further playing and credit the opponent with a point won from the Player making the foul.

Section 19 — Objections

~~(A) — How made. All objections must be made to the supervisor of jai alai, Division Judge, chief Judge, and the Player manager in writing and signed by the objector, and a copy thereof sent to the Division.~~

~~(B) — Withdrawal. Permission of the supervisor of jai alai and the Player manager is necessary before an objection can be withdrawn.~~

~~(C) — Payment of costs. Any person lodging an objection must pay all costs and expenses incurred in determining the objection in such proportions as the supervisor of jai alai, Division Judge, chief Judge, and Player manager shall decide, unless relieved from such expenses by the Division.~~

~~(D) — Records. The supervisor of jai alai and the Player manager shall keep a record of all protests and complaints and of any action taken thereon; and shall report both daily to the Division.~~

~~(E) — Cash deposit. The supervisor of jai alai and the Player manager may require a cash deposit of twenty dollars (\$20.00) before considering an objection, which shall be forfeited if the objection should prove to be frivolous or vexatious. If not frivolous or vexatious, said amount shall be credited to the costs in determining the objection.~~

~~(F) — Recommendation. Upon hearing an objection, the supervisor of jai alai, Division Judge, chief Judge, and Player manager shall recommend a disposition of the matter to the Division.~~

Section 20 — Fines and Suspensions

~~(A) — Rules to be observed, enforced. It shall be the duty of the Association and the officers, participants, officials and employees of said Association to observe and enforce the rules of jai alai and the rules adopted from time to time by the Division. Every license to hold a jai alai meeting is granted upon the condition that the Licensee therein named shall accept, observe and enforce said rules and any amendments or additions thereto.~~

~~(B) — Infractions reported. Any infractions or violation of the rules of jai alai adopted by the Division or the Act shall immediately be reported to the supervisor of jai alai and the Division.~~

~~(C) — Violation of rules by a Player. When a Player is charged with a violation of the rules, other than a Game infraction, the matter will be referred to a panel consisting of the supervisor of jai alai, Division Judge, and the Player manager. They may dismiss the charges, after a hearing, or they may suspend the offending Player or Players for a period not exceeding thirty (30) Days, and/or impose a fine not exceeding two hundred dollars (\$200.00). If, in their opinion, the penalty is not sufficient, they shall refer the case to the Division together with their recommendations.~~

~~1. — The Player manager shall have the authority to suspend and fine for a period not greater than thirty (30) Days and/or \$200.00 for a Game infraction or any rule coming~~

~~within his jurisdiction.~~

~~2. All suspensions over seven (7) Days must be reported in writing to the Division.~~

~~3. All fines assessed shall be paid over to the State of Rhode Island.~~

~~4. The Division retains the authority to take jurisdiction over any case falling within its general statutory jurisdiction.~~

~~(D) Suspensions effective and reciprocal. When a jai alai Player is suspended pursuant to rule 20(C) of this section, or is suspended by the Division, such suspension shall immediately become effective at all facilities under the jurisdiction of the Division until the expiration of the suspension. In addition, if any jai alai Player is under suspension at a licensed facility in another jurisdiction, such Player will also be suspended, as a reciprocal suspension, at any facility under the jurisdiction of the Division until the expiration of the suspension~~

~~**Section 21 — Corrupt Practices and Disqualifications of Persons**~~

~~(A) Corrupt practices. The following are deemed to be corrupt practices:~~

~~1. Giving, offering or promising, directly or indirectly, a bribe in any form by a person licensed by the Division.~~

~~2. Soliciting, accepting or offering to accept a bribe in any form by a person licensed by the Division.~~

~~3. Failure of a Licensee to notify the supervisor of jai alai, the Division Judge, and the Player manager immediately of an offer, promise, request or suggestion for a bribe or improper or Fraudulent practice made to a Licensee.~~

~~4. Soliciting bets from the public by any method by any occupational Licensee.~~

~~5. Committing or conspiring to commit or assisting in the commission of any improper, corrupt or Fraudulent act or practice in relation to jai alai.~~

~~Any violator of this section shall be punished as the supervisor of jai alai, Division Judge, and the Player manager may deem proper pursuant to the limitations of these rules, including reference to the Division.~~

~~(B) Disqualification of persons. The following are deemed to be grounds for the disqualification of persons:~~

~~1. The Division may refuse to issue or renew an occupational license, or may suspend or revoke an occupational license issued, if it shall find that the Applicant, or any person who is a partner, agent, employee, or associate of the Applicant, has knowingly associated or consorted with any person or persons who have been~~

~~convicted of a felony in any jurisdiction or jurisdictions, or is knowingly consorting or associating with book makers, touts, or persons of similar pursuits, or who has been found guilty of any fraud or misrepresentation in connection with racing, or otherwise, or has violated any law, rule, or regulation with respect to racing or pari-mutuel wagering, in this or any other jurisdiction or any rule, regulation, or order of the Division, or has been guilty of, or engaged in, similar related or like practices, provided however, that the Division may issue or renew an occupational license or refuse to suspend or revoke an occupational license issued where the Applicant or Licensee has not engaged in such Association or activities for a period of ten (10) Years, or for good cause shown.~~

~~2. No person who shall have been convicted of a felony or bookmaking in the State, or under the laws of any state, government, or country, of an offense which would be a felony if committed within this State in the last ten (10) Years shall be issued an occupational license by the Division. Any deviation of this rule shall be approved by the Division.~~

~~3. No person who has been convicted for illegal possession, sale, use, or giving away of narcotics, or any person awaiting trial or disposition of charges for the same, shall be permitted on the grounds of any Association; provided, however, a person convicted of the use of narcotics shall have the right of appeal to the Division if his conduct in regards to this usage has been exemplary for a period of not less than ten (10) Years from the date of his conviction. The Division, at its discretion, may reinstate said persons.~~

~~4. No application for a license will be considered for, or granted to, anyone under sixteen (16) Years of age.~~

~~(C) — Results of disqualification. Anyone who has been suspended, either temporarily for investigation or otherwise, and anyone penalized as provided in this section by the Division, the supervisor of jai alai, the Division Judge, or the Player manager, or by the highest official regulatory jai alai body having jurisdiction where the offense occurred, whether within or without the state of Rhode Island, shall be denied admission to or attendance at all facilities licensed or operated by the Division until duly reinstated, unless otherwise determined by the Division.~~

~~(D) — Financial Responsibility. Any participant who shall accumulate unpaid obligations, or default in obligations, or issue drafts or checks that are dishonored, or payment refused, or otherwise display financial irresponsibility reflecting on the sport, may be denied a license or may be suspended on order of the Division.~~

Section 22 — *Pari-Mutuel Operations*

~~(A) — Mutuel manager. The Association shall appoint a mutuel manager who shall be licensed~~

by the Division. The mutuel manager and the Association are held responsible for the accuracy of all payoff prices. The mutuel manager is further responsible for the integrity of operations and the conduct of all members of his staff. Post Time shall be set, supervised, and enforced by the mutuel manager. The mutuel department at every jai alai meeting must be conducted in a strict, dignified and proper manner.

(B) — Posting of rules. Such rules for pari-mutuel wagering as specified by the Division shall be reproduced in legible type and permanently displayed in readily visible locations within the Fronton. The daily jai alai Programs sold to the public by the jai alai Association shall contain a prominent statement indicating that such rules are posted.

(C) — Permitted sales. The sale of pari-mutuel tickets will be permitted only within the Fronton in locations easily accessible and in plain view of the general public, as the Division shall approve.

(D) — Employee identification. Every employee of the mutuel department must obtain a license from the Division and pay any fee required by the Act. In addition, all employees of the mutuel department must wear identification badges issued by the Division for easy identification by the public. All badges must be worn at least chest high and shall not be obscured from public view by the bearer's clothing, hair or other objects, nor shall they be defaced.

(E) — Acting as agent for patron. Licensed personnel shall not be permitted to serve as an agent or employee of a patron for the purpose of wagering, nor shall such personnel assist in the storage or handling of pari-mutuel tickets for any patron. It is the duty of the Association to enforce this rule without exception.

(F) — Sales and exchange of tickets. All ticket sales shall be for cash at time of sale, and no pari-mutuel tickets shall be sold except through properly designated and authorized ticket issuing machines (TIMs). A patron must be physically present at said TIMs in order for pari-mutuel tickets to be issued. Cancellations will only be permitted through machines with cancellation capability and under procedures approved by the Division. Cancellations are only permitted when an error has been made in issuing the ticket, and cancellations for the purpose of changing a wager or for patron convenience are strictly prohibited. Where ticket issuing machines do not have cancellation capability, any claim by a patron that a wrong ticket or an incorrect amount of change has been delivered must be made immediately and prior to leaving the mutuel window, and under no circumstances will any claim that a wrong ticket has been delivered be considered after the start of the Game for which the ticket had been purchased.

(G) — Method and manner of sales. The method and manner of selling pari-mutuel tickets shall be approved by the Division. The approval shall include, but not be limited to, the number of windows, the distribution of windows, and the manner in which pari-mutuel tickets shall be sold. The prevailing provisions of the Act are to be enforced in all matters pertaining to tax, breakage, and Fronton commission on pari-mutuel wagering.

(H) — Presentation for payment. Payment of winning pari-mutuel tickets shall be made only upon presentation and surrender of such tickets.

~~(I) — Presentation deadline. All winning pari-mutuel tickets must be presented for payment before one Year from the date of close of the meeting when said tickets were purchased, or all rights to those winnings will be waived. All such unclaimed winnings shall revert to the State, pursuant to the Act. An Association shall print in its daily Program an address at which all holders may present their unredeemed tickets during the period of limitation.~~

~~(J) — Mutilated tickets. Mutilated pari-mutuel tickets or those whose validity is questioned shall be submitted to the Division, or its designated staff representative, for inspection and the ruling of said Division, or representative, shall be final and conclusive.~~

~~(K) — Notification of entries. The manager of the pari-mutuel department and the Division Judge shall be properly and timely advised by the Player manager of any changes to the entries that will compete in each Game prior to the beginning of the wagering period on the Game.~~

~~(L) — Payments — minimum payments. Payments due on all wagers shall be made in conformity with the established practice of the pari-mutuel system. The practice is to work in dollars and not in number of tickets. The "break" permitted by law is deducted in all the calculations arriving at the payoff prices i.e., the odd cents of any multiple of twenty (20) cents of winnings per dollar wagered are deducted and retained by the Licensee, half of which is to be remitted to the State. In the event a minus occurs in any pool the expense of said minus pool shall be borne by the Association, and the State shall maintain its percentage of the total pool including half of the breakage of the remaining pool.~~

~~(M) — Minors barred. No Association shall permit any Minor to purchase, cash, or possess pari-mutuel tickets, nor shall any Minor be permitted at a mutuel window or within the wagering area at any time.~~

~~(N) — Employees prohibition. No employee of the pari-mutuel department of an Association shall be permitted to wager at any mutuel window of that Association in a manner that would prevent or delay patrons from placing their wagers in a timely manner. Neither Division employees nor officials and assigned employees of the Association shall be permitted to wager at any time, nor shall any employee of the totalisator Licensee place wagers while on duty or place wagers on any Game or performance occurring while that employee will be on duty. Pari-mutuel employees shall be responsible for tickets punched out in error. In such instances, the pari-mutuel employee shall pay for such tickets punched out in error and shall be the owner thereof. Any pari-mutuel employee who continuously punches out tickets in error or accumulates shortages or overages may be subject to penalties as provided in these rules. In addition, any pari-mutuel employee who purchases and/or cancels pari-mutuel tickets in an attempt to manipulate or change the odds of any pool shall be subject to the penalties as provided in these rules.~~

~~(O) — Exclusion of certain relatives. No spouse of a jai alai Player, Player manager or any Players' room employee, shall be employed as a pari-mutuel or totalisator employee by an Association where the above named individuals are participants or are employed.~~

(P) — Exclusion of totalisator employees. No person employed by the totalisator Licensee shall also be employed in the pari-mutuel department of the Association in which the totalisator Licensee is providing services.

(Q) — Opening of pari-mutuel windows. Mutuel sellers' and cashiers' windows shall open at least 30 minutes before the first Game, and as soon as totalisator equipment is verified as operational after the official notice of the prior Game has been posted. After the last Game of a performance, mutuel cashiers' windows shall remain open until all patrons in line have been afforded the opportunity to cash their winning tickets.

(R) — Sales not completed. No Association or totalisator Licensee shall be responsible for ticket sales not completed before the machines are locked. No further transactions on prior Games or the Game in progress shall be permitted after the machines are locked except that, where equipment permits, time will be allowed, subject to Division approval, for cancellations where the wrong ticket has been issued on the Game just begun.

(S) — Selection by number. Selections are to be made by Program numbers. Selection numbers appearing on the pari-mutuel tickets are the Program numbers of the Players.

(T) — Refunds. If a Game is declared off by the Judges after wagering begins on that Game, all money wagered on that Game shall be refunded.

(U) — Machines locked. All pari-mutuel machines shall be locked by electrical control. A locked machine shall be incapable of accepting or recording wagers and issuing tickets on prior Games or the Game in progress. Each Association shall provide and maintain an electrical device which shall directly control the locking of all pari-mutuel machines, and a backup locking control shall be located in the totalisator room. The machines shall be locked prior to the first serve in any Game, and the time of said locking shall be recorded on the history log of the system.

(V) — Testing of equipment. Not less than twenty-four (24) hours in advance of the initial meeting or prior to any modification of the system and/or system software, the totalisator Licensee shall certify to the Division that the totalisator equipment and software to be utilized has been tested and is operating correctly, and said test may be made under the supervision and direction of the Division, or its designated representatives. In addition, the totalisator Licensee shall test the equipment prior to the opening of each Day of wagering and prior to each scheduled performance during a meeting.

(W) — Display of odds. The totalisator shall be so designed that it will aggregate the total amounts and amounts on each Program number wagered from time to time as the wagering progresses. There shall be operated in connection with such totalisator, one or more totalisator boards which shall prominently display within view of the public, winning odds on each Program number as indicated during the progress of such wagering, and at intervals of not more than ninety (90) seconds between each complete change of odds. The posting of the win odds shall immediately upon the commencement of wagering in the straight pool. These odds, will be approximate, and are not exact figures used in the payoff. The odds to be posted shall be the odds

~~on each Program number to win in each Game. The odds and/or probable payoffs on each combination in the daily double, quiniela and perfecta wagering, if any, shall be posted on television screens throughout the Fronton. The totalisator equipment shall display on television monitors throughout the Fronton at the close of each Game, when the results have been declared official, the winning Program numbers, and the payout of winning combinations by pool.~~

~~(X) — Posting and display of final approximate odds. The last change on approximate odds boards shall be made at once after the close of the mutuels. Immediately thereafter the approximate odds on all Post Positions in the win pool shall be figured and shown without delay. In addition, the printout on each pool, showing total amount wagered on each Program number, shall immediately be posted for inspection by the public on a bulletin board. Such posting is to be made as soon as available after the completion of wagering period for each Game and shall be left on the bulletin board until the close of the Day's Program.~~

~~(Y) — Pool discrepancy on Tote Board. Whenever there is a difference in any pool or pools, i.e., a difference between the sum total of the wagers on the individual entries as compared with the grand total as shown by the Tote Boards or whenever the Tote Boards fail and the amounts shown are unreliable as to the amounts wagered, the payoff shall be computed on the sums wagered in each pool as reported by the totalisator Licensee and reviewed and recomputed based upon Division Judgment of such circumstances. If an error is made in posting the payoff figures on the Tote Board it shall be corrected promptly and only the correct amounts shall be used in the payoffs, irrespective of the error on the Tote Board. If, because of mechanical failure, it is impossible to promptly correct the posted payoff, a statement shall be made over the public address system stating the facts and corrections.~~

~~(Z) — Overpayment. In the event that an Association overpays to the public in a given Game, the Association shall bear the expense and report to the Division such overpayment. The percentage given to the State pursuant to the Act shall be derived from the actual amount wagered in the specific pool in which an overpayment occurs.~~

~~(AA) — Reporting of equipment malfunction and totalisator breakdown. As soon as practical after discovery of an error, or malfunction of totalisator equipment, the Division shall be furnished a detailed statement thereof in writing signed by the mutuel and totalisator managers.~~

~~In the event of a breakdown of the totalisator or the ticket issuing machine, or both, that in the opinion of the Division materially affects the operation of the system during the wagering on a Game, the wagering for that Game shall be declared closed. The mutuel manager shall recommend to the general manager who, with approval of the supervisor of jai alai, shall determine whether a refund shall be made on the tickets purchased for that Game or whether the payoff for that Game shall be computed on the sums wagered in each pool up to the time of the breakdown. The Association and the totalisator Licensee shall provide for and ensure accuracy of the handle distribution by pool. Subject to the provisions above, the mutuel manager and the supervisor of jai alai shall determine whether the remaining Games shall be cancelled or whether there shall just be a suspension of wagering on any given pool until the totalisator system has been put in order. In the event of such a suspension, Games may be played without wagering at the discretion of the supervisor of jai alai and the mutuel manager.~~

~~(BB) — Payment to State. All payments due the State for each Day of a meeting, pursuant to the Act, shall be paid by the Association to the Division no later than the close of the next banking Day.~~

~~(CC) — Reporting of irregularities. Any of irregularity or wrongdoing involving pari-mutuel wagering shall be immediately reported to the Division by any Association or totalisator personnel having knowledge thereof.~~

~~(DD) — IRS reportable winnings and withholding. The Association shall comply with all statutes, rules, regulations, rulings, and directives of the Internal Revenue Service regarding reportable winnings and withholding thereon. IRS reportable winnings information shall be made available to the Division upon request. All Associations shall refuse payment to any ticket holders of any type pool payoff which is subject to IRS reportable winnings and withholding requirements who refuse to furnish their signature and the proper paper identification as to name, address, and other required information.~~

~~(EE) — Wagering pools. There shall be separate wagering pools for each type of approved wager with payoffs calculated independently of each other. From each pool there shall be deducted the amount specified by the Act for the state, city, and Association, the remainder being the Net Pool for distribution.~~

~~(FF) — Official results. At the end of each Game, the Division Judge shall visually verify the official placement and payout of the Program numbers. No payoffs shall be made until the declaration that the result is official by flashing the word "official" or announcing such on the public address system.~~

~~(GG) — Hold tickets. Tickets should be retained until the payouts have been declared official.~~

~~(HH) — Denomination of tickets. Tickets in all approved types of wagering shall only be sold in denominations approved by the Division.~~

~~(II) — Permitted sales. Sales of any pari-mutuel tickets other than through pari-mutuel machines shall be deemed illegal and is prohibited.~~

~~(JJ) — Application for multiple wagering. Any Association desiring to implement any form of multiple wagering shall request permission from the Division in writing at least ninety (90) Days prior to the desired date of implementation. Said request shall contain the types of wagering desired, the specific Games in which each of these types of wagering is desired, the denomination of tickets the Association wishes to utilize, the mutuel layout, and the method, if any, by which the Association plans to inform the bettors of the running odds on these types of wagers. The Division shall inform the Association not later than thirty (30) Days prior to the desired implementation date of its decision which shall be final. The Division shall have the discretion to disallow any type of multiple wagering, and no form of multiple wagering shall be permitted unless approved by the Division.~~

~~(KK) — Emergencies. Should any emergency arise in connection with the operation of the pari-mutuel department not covered by these rules and an immediate decision is necessary, the general manager after consultation with the mutuel manager shall make the decision and shall make a detailed explanation in writing immediately to the supervisor of jai alai, and said report shall be forthwith forwarded to the Division.~~

~~(LL) — Manual computations. The mutuel manager and the Association shall maintain an adequate number of written copies of procedures for manual computation or verification of payouts for the various pools. If any manual computation or verification is used, exact copies of all such records and sheets shall be provided to the Division as soon as possible after each Game and prior to the posting of the official payouts.~~

~~(MM) — Totalisator requirements and control. The use of a computerized electronic totalisator system to conduct pari-mutuel wagering in jai alai Games shall be subject to the approval of the Division. In addition, the Division may require the Association to submit information on the daily operation of the system as deemed necessary for administration including records of all wagering transactions.~~

~~1. — System requirements. The totalisator equipment selected for use shall automatically register the wagers made on each Program number by pool, wager location, and performance and print and issue a ticket representing each such wager. Such system shall ensure that all pari-mutuel tickets issued contain the same window and wager information as entered in the computer memory files. Such system must also have the capability of accounting for the aggregated wagering for each type of pool and determining odds and calculating payoffs by Program number.~~

~~2. — Internal control. The Association and totalisator Licensee shall maintain a system of internal control subject to the approval of the Division to monitor and restrict data access and provide property control over on-site hardware. Prior to the initial meeting in a calendar Year, the totalisator Licensee shall submit to the Association and the Division a plan of control to include the types of control in place and the procedures for detection of unauthorized data access and misuse of wagering information and hardware.~~

~~3. — Reports. The Association and totalisator Licensee shall submit to the Division a listing of all reports, analyses, and/or summaries which the totalisator equipment being utilized is capable of generating both "on-line" and "off-line" and shall provide the Division with a listing of individuals who have access to such on-line printouts, and the number of copies, the date and/or time and proposed usage of such printouts. In addition, a log shall be maintained for off-line printouts or information detailing the time, date, type of report, number of copies, distribution of copies, and the names of individuals requesting such printouts. Reports for ticket-issuing machines (TIMs) and console logs shall be made available to the Division upon request or as designated.~~

~~4. — Inventory. Prior to the opening of each meeting, the totalisator Licensee shall provide the Division with an inventory listing by location within the facility its TIM's and hardware, including tapes, discs, or other storage media. Any changes in the inventory~~

~~(either in number or location) shall be reported to the Division immediately with an explanation of such change.~~

~~(NN) — Advance wagering. Every Association permitted to conduct advance wagering of any type shall, at the conclusion of each type of advance wagering period, and prior to start and at the end of each performance, prepare and submit to the Division, upon request, a report of wagering by each performance of the amounts wagered by Game, pool, and Program number.~~

~~(OO) — Audit trail procedure. The totalisator Licensee shall provide and all assistance required by the Division in assembling and continuing an audit trail procedure to verify the accuracy of computer results and payoff postings. Such assistance will include the providing of history, log, backdate, or disk dump tapes utilized in any given performance, together with providing readable language for each format requested by the Division. In such event, the Division will provide to the totalisator Licensee written assurance regarding the proprietary rights of the Licensee in such software formats.~~

~~(PP) — Mutuel ticket responsibility. The totalisator Licensee shall be responsible for purchasing those tickets which are entered into the pari-mutuel pools through equipment malfunctions. Customers will have no claim to pari-mutuel tickets not issuing from a ticket issuing machine (TIM).~~

~~Section 23 — Win, Place, Show~~

~~(A) — Required. In all jai alai Games the Association shall provide win, Place, and show pools.~~

~~(B) — Definition. The amount wagered on a Program number to finish first is the win pool, to finish first or second is the Place pool, and to finish first, second, or third is the show pool.~~

~~(C) — Calculation and distribution. Win, place, or show wagers form separate wagering pools with payoffs calculated independently of each other. From each pool, there shall be deducted the amount specified by the Act for the state, city, and the Association, the remainder being the Net Pool distribution.~~

~~(D) — Win pool. The Net Pool divided by the amount wagered on the Program number finishing first determines the payoff per dollar which is profit and wager.~~

~~(E) — Place pool. The amounts wagered on the Program numbers finishing first and second are deducted from the Net Pool to determine the profit. This profit is divided in half, and the halves, in turn, divided by the two amounts mentioned above. This determines the profit per dollar to which is added the wager. Should there be Place tickets sold on only one of the two Program numbers finishing first or second in a Game, the net place pool shall be calculated as a win pool and paid to holders of tickets of this Program number.~~

~~(F) — Show pool. The amounts wagered on the Program numbers finishing first, second, and third are deducted from the Net Pool to determine the profit. This profit is divided into three equal parts, and each part, in turn is divided by the three amounts mentioned above. This~~

determines the profit per dollar, to which is added the wager. Should there be show tickets sold on only two of the three Program numbers finishing first, second or third in a Game, the net show pool shall be calculated as a place pool and paid on these Program numbers finishing either first, second, or third on which tickets have been sold. Should there be show tickets sold on only one of the three Program numbers finishing first, second or third in a Game, the net show pool shall be calculated as a win pool and paid to holders of this Program number.

~~(G) — Consolation payoffs. Consolation payoffs are to be made where there is no wagering on a Player in the win, place, or show pools.~~

~~1. — In the event that there is no money wagered to win on a Program number which has finished first, the net win pool shall be distributed to holders of win tickets on the Program number finishing second. In the event there is no money wagered on the Program numbers finishing second, the net win pool shall be distributed to holders of win tickets on the Program numbers finishing third.~~

~~2. — In the event that there is no money wagered to place on a Player which has finished first or second, then, the Player finishing third shall replace that Player in the distribution of wagers in the Place pool.~~

~~3. — In the event that there is no money wagered to show on a Player which has finished first, second, or third, then, the Player which finished fourth shall replace that Player in the distribution of wagers in the show pool.~~

~~(H) — Refund. If no ticket is sold that would require distribution of the win, place or show pools to winners as above defined, the Association shall make a complete and full refund of the appropriate pool upon surrender of the tickets so purchased.~~

~~(I) — Rules prominently displayed. The rules for win, place, and show wagering shall be prominently displayed within the Fronton and a summary printed in the official Program.~~

Section 24 — Daily Double

~~(A) — Rules governing. At Frontons which have the daily double pool, the rules of this section will govern the system used.~~

~~(B) — Permitted. Daily double wagering is permitted during any single jai alai Program. An Association may not hold more than three daily doubles on a single Program.~~

~~(C) — Definition. In order to win a daily double, it is necessary for the purchaser of a daily double ticket to select the winners of each Game of the two (2) Games specified for the daily double. If either of his selections fails to win, he receives no payment, except as hereinafter provided.~~

~~(D) — Not a parlay. The daily double is not a "parlay" and has no connection with or relation to any other pool, and is no part of the win, Place, and show pools, quiniela, perfecta, trifecta,~~

~~superfecta or other wagering pools. All tickets will be calculated in an entirely separate pool.~~

~~(E) — No exchange of tickets. There shall be absolutely no exchange of tickets after the purchaser thereof has left the sales window.~~

~~(F) — Selected by numbers. Selections for each of the two (2) Games in the daily double are to be made by Program numbers only. These represent the Post Positions of the Players.~~

~~(G) — Posting the possible payoff. The possible payoff of each combination coupled with the winner of the first half of the daily double shall be posted in a prominent Place easily visible from the spectator areas in the Fronton after the result of the first Game is declared "official" and before the second Game is played.~~

~~(H) — Calculation and distribution of pool. The daily double pool shall be calculated and distributed as follows: the Net Pool divided by the amount wagered on the winning combination determine the payoff per dollar bet, including profit and wager.~~

~~(I) — Determination of winners. In the event that there is a failure to select a winner in the daily double, or in the event of a Game cancellation, the following procedures shall prevail:~~

~~1. — If no daily double ticket is sold combining the winners of first and second Games of the daily double, or the second Game of the daily double is cancelled or declared "no Game," the Net Pool shall be calculated as a win pool and paid to holders of tickets selecting the winner of the first half of the daily double.~~

~~2. — If no daily double ticket is sold designating the winner of the first Game of the daily double, or the first Game of the daily double is cancelled or declared "no Game", the daily double shall be declared off and the Association shall make a full and complete refund of the daily double pool.~~

~~(J) Rules prominently displayed. The rules for the daily double shall be prominently displayed within the Fronton and a summary printed in the official Program.~~

~~**Section 25 — Quiniela**~~

~~(A) — Rules governing. At Frontons which have the quiniela pool, the rules of this section will govern the system used.~~

~~(B) — Permitted. Quiniela wagering shall be permitted only in accordance with section 22(JJ) of these regulations.~~

~~(C) — Rules prominently displayed. The rules for the quiniela shall be prominently displayed within the Fronton and a summary printed in the official Program.~~

~~(D) — Definition. The quiniela is a contract by the purchaser of a ticket combining two (2) Program numbers in a single Game, selecting the first two finishers as officially posted in either~~

order, such as 1-2 or 2-1. All quiniela tickets will be for win and Place combinations only.

(E) — Not a parlay. The quiniela is not a "parlay" and has no connection with or relation to any other pool, and is not part of any other wagering pool. All tickets will be calculated in an entirely separate pool.

(F) — Selected by numbers. Selections are to be made by Program numbers only. These represent the Post Positions of the Players.

(G) — Winning quiniela combination. The winning combination shall be the first two Players to finish the Game. The exact order in which these Players finish is immaterial.

(H) — Calculation and distribution of pool. The quiniela shall be calculated and distributed as follows: the Net Pool divided by the amount wagered on the winning combinations determines the payoff per dollar bet, including profit and wager.

(I) — Determination of winners. If no ticket is sold on the winning combination of a quiniela pool, the Net Pool shall be apportioned equally between those having tickets including the Program number finishing first and those having tickets including the Program number finishing second, in the same manner in which a Place pool is calculated and distributed.

(J) — Refund. If no ticket is sold that would require distribution of the net quiniela pool to winners as above defined, the Association will make a complete and full refund of the quiniela pool upon surrender of the quiniela tickets so purchased.

Section 26 — Perfecta

(A) — Rules governing. At Frontons which have the perfecta pool, the rules of this section will govern the system used.

(B) — Permitted. Perfecta wagering shall be permitted only in accordance with section 22(JJ) of these regulations.

(C) — Rules prominently displayed. The rules for the perfecta shall be prominently displayed within the Fronton and a summary printed in the official Program.

(D) — Definition. The perfecta is a contract by the purchaser of a ticket combining two (2) Players in a single Game, selecting the first two (2) finishers in the exact order as officially posted. All perfecta tickets will be for the win and Place combination only.

(E) — Not a parlay. The perfecta is not a "parlay" and has no connection with or relation to any other pool. All tickets will be calculated in an entirely separate pool.

(F) — Selection by numbers. Selections are to be made by Program numbers only. These represent the Post Positions of the Players.

~~(G) — Calculation and distribution of pools. The perfecta shall be calculated and distributed as follows: The Net Pool divided by the amount wagered on the winning combinations determines the payoff per dollar bet, including profit and wager.~~

~~(H) — Determination of winners. If no ticket is sold on the winning combination of a perfecta pool, the Net Pool shall be distributed as a Place pool between holders of tickets selecting the winning Program number finishing first and/or the holders of the tickets selecting the second Place Program number to finish second.~~

~~(I) — Refund. If no ticket is sold that would require distribution of the net perfecta pool to winners as above defined, the Association shall make a complete and full refund of the perfecta pool upon surrender of the perfecta tickets so purchased.~~

~~*Section 27 — Trifecta*~~

~~(A) — Rules governing. At Frontons which have the trifecta pool, the rules of this section will govern the system used.~~

~~(B) — Permitted. Trifecta wagering shall be permitted in accordance with sections 22(JJ) of these regulations.~~

~~(C) — Rules prominently displayed. The rules for the trifecta shall be prominently displayed within the Fronton and a summary printed in the official Program.~~

~~(D) — Definition. The trifecta is a contract by the purchaser of a ticket combining three (3) Program numbers in a single Game, selecting the first three (3) finishers in the exact order of finish as officially posted.~~

~~(E) — Not a parlay. The trifecta is not a "parlay" and has no connection with or relation to any other wagering pool. All tickets will be calculated in an entirely separate pool.~~

~~(F) — Selection by numbers. Selections are to be made by Program numbers. These represent the Post Positions of the Players.~~

~~(G) — Calculation and distribution of pools. The trifecta shall be calculated and distributed as follows: The Net Pool divided by the amount wagered on the winning combinations determines the payoff per dollar bet, including profit and wager.~~

~~(H) — Determination of winner. If no ticket is sold on a winning combination of a trifecta pool, the Net Pool shall then be apportioned equally between those tickets selecting the first and second Place Program numbers to finish in that order. If no ticket is sold selecting the first and second Place Program numbers in the trifecta pool, the Net Pool shall then be apportioned equally between those having tickets selecting the Program number finishing first in the trifecta pool.~~

~~(I) — Refund. If no ticket is sold that would require distribution of the net trifecta pool to~~

~~winner as above defined, the Association shall make a complete and full refund of the trifecta pool upon surrender of the trifecta ticket so purchased.~~

~~(J) — Display of payoff. If no ticket is sold as a \$2.00 straight trifecta on the winning combination of a trifecta pool, and the entire trifecta pool is to be awarded to a single holder of a \$1.00 trifecta key, wheel, or box ticket, the Tote Board shall not display a payoff for the \$2.00 trifecta, and this fact shall be noted by the public address system and in any reporting of the payoff to the public and press.~~

~~*Section 28 — Superfecta*~~

~~(A) — Rules governing. At Frontons which have the superfecta pool, the rules of this section will govern the system used.~~

~~(B) — Permitted. Superfecta wagering shall be permitted only in accordance with section 22(JJ) of these regulations.~~

~~(C) — Rules prominently displayed. The rules for the superfecta shall be prominently displayed within the Fronton and a summary printed in the official Program.~~

~~(D) — Definition. The superfecta is a contract by the purchaser of a ticket combining four (4) Program numbers in a single Game, selecting the first four (4) finishers in the exact order of finish as officially posted.~~

~~(E) — Not a parlay. The superfecta is not a "parlay" and has no connection with or relation to any other wagering pool. All tickets will be calculated in an entirely separate pool.~~

~~(F) — Selected by number. Selections are to be made by Program numbers only. These represent the Post Positions of the Players.~~

~~(G) — Scoring. In any Game of superfecta wagering, there shall be adopted the "Spectacular Nine" system of scoring. Point scoring shall double after the first round of play and said play shall continue until a Player or team accumulates nine points. This spectacular nine scoring system shall be applied only in superfecta wagering.~~

~~(H) — Calculation and distribution of pools. The superfecta shall be calculated and distributed as follows: the Net Pool divided by the amount wagered on the winning combinations determines the payoff per dollar bet, including profit and wager.~~

~~(I) — Determination of winner. If there is a failure to select, in order, the first four (4) Players, payoff shall be made on superfecta tickets selecting the first three (3) Players, in order; failure to select the first three (3) Players, payoff shall be made to superfecta tickets selecting the first two (2) Players, in order; failure to select the first two (2) Players, payoff shall be made to superfecta tickets selecting the winner to win.~~

~~(J) — Refund. If no ticket is sold that would require distribution of the net superfecta pool as~~

above defined, the Association shall make a full and complete refund of the superfecta pool upon surrender of the superfecta ticket so purchased.

(K) — Display of payoff. If no ticket is sold as a \$2.00 straight superfecta on the winning combination of the superfecta pool, and the entire superfecta pool is to be awarded to a single holder of a \$1.00 superfecta key, wheel, or box ticket, the Tote Board shall not display a payoff for the \$2.00 superfecta, and this fact shall be noted by the public address system and in any reporting of the payoff to the public and press.

Section 29 — Double Quiniela

(A) — Rules governing. At Frontons which have the double quiniela pool, the rules of this section will govern the system used.

(B) — Permitted. Double quiniela wagering shall be permitted only in accordance with section 22(JJ) of these regulations.

(C) — Rules prominently displayed. The rules for the double quiniela shall be prominently displayed within the Fronton and a summary printed in the official Program.

(D) — Definition. The quiniela is a contract by the purchaser of a ticket combining two (2) Program numbers in a single Game, selecting the first two finishers as officially posted in either order, such as 1-2 or 2-1.

The double quiniela is a contract by the purchaser of a ticket consisting of selecting the quiniela of each of two consecutive jai alai Games. Double quiniela wagering tickets are to be sold for both of two consecutive Games prior to the first Game of the two consecutive Games designated as double quiniela Games, without any exchange of tickets between the first and second Games. The Division of the pool shall be calculated as in a straight pool, subject to the provisions of these rules to the contrary.

(E) — Not a parlay. The double quiniela is not a "parlay" and has no connection with any other wagering pool. All tickets will be calculated in an entirely separate pool.

(F) — Denomination of tickets. Double quiniela tickets shall be sold for not less than \$ 2.00. Resale of such tickets from one individual to another is prohibited and shall be grounds for ejection.

(G) — Purchase of tickets. Each bettor purchasing double quiniela tickets shall designate his selection in both of the two consecutive Games for which such tickets are sold at the time he purchases the double quiniela ticket(s) as the first two Players to finish, in either order, in each of the said two consecutive Games.

(H) — Program numbers. Selections are to be made by Program numbers only. These represent the Post Positions of the Players.

~~(I) — Payment of pool. Double quiniela pool shall be paid to the holders of tickets of winning combinations in both the first and second Games of a double quiniela.~~

~~1. — If no double quiniela ticket is sold as a winning combination in both Games, the pool shall be paid to the holders of tickets with the winning combination in the first Game with either the Player finishing first or second in the second Game, in the same manner in which a Place pool is calculated and distributed.~~

~~2. — If no double quiniela ticket is sold as a winning combination in the first Game of the double quiniela, the entire double quiniela pool will be paid to the holders of tickets with the winning combination in the second Game of the double quiniela.~~

~~3. — If no double quiniela is sold on the winning combination in the second Game of the double quiniela, the Net Pool shall be distributed to holders of tickets including the Player finishing first and holders of tickets including the Player finishing second in the same manner in which a Place pool is calculated and distributed.~~

~~4. — If a double quiniela ticket combines only one of the two winners in the second Game and no double quiniela combines the other winner, the entire pool shall be distributed as a straight pool to the holders of those tickets.~~

~~5. — If no ticket includes either the first or second Player of the second half of the double quiniela, the entire Net Pool shall be distributed as a straight pool to all holders of tickets with winning combinations of the first half.~~

~~6. — In the event that there are no winning combinations in either the first or second Games, or if such combination mentioned above as winning combinations are not met, then the entire pool shall be refunded to holders of double quiniela tickets.~~

~~(J) — Cancellations. If for any reason the first Game of the double quiniela is cancelled or otherwise not completed, a full and complete refund shall be made from the double quiniela pool.~~

~~If for any reason the second Game of the double quiniela is cancelled or otherwise not completed, the pool shall be calculated as a straight pool and shall be distributed among holders of tickets combining the first two Players of the first Game of the double quiniela.~~

~~**Section 30 — Pick-Five Wagering**~~

~~(A) — Rules governing. At Frontons which have the Pick five pool, the rules of this section will govern the system used.~~

~~(B) — Permitted. Pick five wagering shall be permitted only in accordance with section 22(JJ) of these regulations. An Association may not hold more than one pick series of four, five, six or more Games in one performance.~~

~~(C) — Rules prominently displayed. The rules for the Pick five shall be prominently displayed within the Fronton and a summary printed in the official Program.~~

~~(D) — Definition. The Pick five is a form of pari-mutuel wagering in which the purchaser of a ticket selects, in order, the winners of five (5) consecutive Games designated and advertised as Pick five Games.~~

~~(E) — Separate pool. The Pick five has no connection with any other wagering pool. All tickets will be calculated in an entirely separate pool.~~

~~(F) — Program numbers. Selections are to be made by Program numbers only. These represent the Post Positions of the Players.~~

~~(G) — Effect of substitutions. In the event that a Player is scratched, the official substitute as listed in the Program will replace him in the scheduled Post Position. Under no circumstances will a substitute constitute grounds for exchange or cancellation of tickets.~~

~~(H) — Calculation and distribution of pools. The net Pick five pool for a performance shall be divided as follows: Fifty percent (50%) representing the consolation pool and fifty percent (50%) added to the jackpot pool.~~

~~1. — The combined consolation and jackpot pools shall be paid to purchasers of tickets designating all five (5) winners of the Pick five.~~

~~2. — Should no Pick five tickets be sold in a pool designating all five (5) winners, the consolation pool shall be distributed to the holder(s) of tickets designating the highest number of winners, and the jackpot pool shall be carried over from Pick five performance to Pick five performance until any of the following occurs:~~

~~(a) A Pick five ticket is sold designating all five (5) winners in a Pick five pool.~~

~~(b) The maximum amount permitted to accumulate in the Pick five pool pursuant to section 30(I) is reached during a performance in which no ticket selecting the five (5) winners has been issued. When this occurs, the value of the jackpot reached during that performance will be carried over from one performance, thereafter, with the Net Pool of the subsequent performance added to the jackpot of the preceding performance. When this occurs, the jackpot pool shall be carried over from Pick five performance to Pick five performance for a minimum of four (4) performance Days, to a maximum of nine (9) performance Days with the Net Pool for each of those Pick five performances added to the jackpot pool of the preceding performance.~~

~~(c) The last Pick five Game of the last meeting in any calendar Year is concluded, in which case the jackpot pool and the net performance's Pick five pool shall be distributed to the holder(s) of tickets designating the highest number of winning Program numbers. If said last performance of the meeting is cancelled or is not~~

~~concluded because of any reason, a special performance may be designated by the Division, and the carried-over jackpot and consolation pools shall be distributed, as well as attendant wagering on said pools, to the holders of tickets designating the highest number of winners.~~

~~(I) — Pool limitation. The maximum value to which the jackpot pool may accumulate is \$20,000. The Association may request any lesser amount for the jackpot cap and the Division shall act on such request preceding the opening of any scheduled season, but in no event shall such jackpot exceed \$25,000 without initiating the carry-forward procedure of four (4) to nine (9) performance Days as described in section 30(H)(2)(b)~~

~~(J) — Cancellation of Games. If three (3) or more of designated Pick-five Games cannot be played, the Association shall make a complete and full refund of all Pick-five tickets wagered on that performance upon surrender of Pick-five tickets purchased.~~

~~If one (1) or two (2) of the designated Pick-five Games cannot be played, the consolation pool shall be distributed to the holder(s) of the tickets designating the highest number of winners of the Games played. There shall be no participation in the jackpot pool and it shall be carried over.~~

~~(K) — Cancellation of performance. If, for any reason, the performance should be suspended before the first of the designated Pick-five Games has begun, the Association shall make a complete and full refund of the Pick-five pool wagered for that performance upon surrender of the Pick-five tickets purchased.~~

~~(L) — Cessation of wagering. Wagering on the Pick-five pool shall cease at Post-Time of the first designated Pick-five Game.~~

~~(M) — Manner of placing wagers. Pick-five tickets may be purchased orally or by slip betting, whose form shall be approved by the Division.~~

~~(N) — Nondisclosure. No person shall disclose the number or amount of tickets selecting winners in the Pick-five Games until the last Game of the Pick-five series is declared official. The Association shall instruct the totalisator Licensee to Program its' computers to accomplish this task.~~

~~(O) — Refund. Should no Pick-five ticket be sold designating any winner of the five (5) designated Pick-five Games, the Association shall make a complete and full refund of the Pick-five pool wagered for that performance upon surrender of the Pick-five tickets purchased.~~

~~(P) — Totalisator manager. If, for any reason, the totalisator manager deems it necessary to intrude into the computer system to gather Pick-five information before the last Game of the Pick-five series, such intrusion shall be viewed by an Association representative and the Division.~~

~~(Q) — Players in quarters. All Players participating in Games of the Pick-five series shall be within the Fronton Player's quarters at least one-half hour before post and shall not leave the~~

~~building until after completion of the last Game of the Pick five series.~~

~~**Section 31 — Pick-Six Wagering**~~

~~(A) — Rules governing. At Frontons which have the Pick six pool, the rules of this section will govern the system used.~~

~~(B) — Permitted. Pick six wagering shall be permitted only in accordance with section 22(JJ) of these regulations. An Association may not hold more than one pick series of four (4), five (5), or six (6) or more Games in one performance.~~

~~(C) — Rules prominently displayed. The rules for the Pick six shall be prominently displayed within the Fronton and a summary printed in the official Program.~~

~~(D) — Definition. The Pick six is a form of pari-mutuel wagering in which the purchaser of a ticket selects, in order, the winners of six consecutive Games designated and advertised as Pick-six Games.~~

~~(E) — Separate pool. The Pick six has no connection with or relation to any other wagering pool. All tickets will be calculated in an entirely separate pool.~~

~~(F) — Program numbers. Selections are to be made by Program numbers only. These represent the Post Positions of the Players.~~

~~(G) — Effect of substitutions. In the event that a Player is scratched, the official substitute as listed in the official Program will replace him in the scheduled Post Position. Under no circumstances will a substitution constitute grounds for exchange or cancellation of tickets.~~

~~(H) — Calculation and distribution of pool. The net Pick six pool for a performance shall be divided as follows: Twenty five percent (25%) representing the consolation pool and seventy-five percent (75%) added to the jackpot pool.~~

~~1. — The combined consolation and jackpot pools shall be paid to purchasers of tickets designating all six winners in the Pick six.~~

~~2. — Should no Pick six tickets be sold in a pool designating all six winners, the consolation pool shall be distributed to the holder(s) of tickets designating the highest number of winners, and the jackpot pool shall be carried over from Pick six performance to Pick six performance until any of the following occur:~~

~~(a) A Pick six ticket is sold designating all six winners in a Pick six pool.~~

~~(b) The maximum amount permitted to accumulate in the Pick six pool pursuant to subsection 31(I) is reached during a performance in which no ticket listing the six winners has been issued. When this occurs the value of the jackpot reached during that performance will be carried over from one performance, thereafter;~~

~~with the Net Pool of the subsequent performance added to the jackpot pool of the preceding performance. At this point the jackpot pool shall be carried over from Pick-six performance to Pick-six performance for a minimum of four (4) performances to a maximum of nine (9) performances, with the Net Pool for each of those Pick-six performances added to the jackpot pool of the preceding performance.~~

~~(c) The last Pick-six Game of the last meeting in any calendar Year is concluded, in which case the jackpot pool and the net Pick-six pool of said final performance shall be distributed to the holder(s) of tickets designating the highest number of winning Program numbers. If no further Pick-six contests are scheduled or planned to be held at said facility, a special Game shall be held upon permission of the Associate Director and the carried-over jackpot, and the net total performance's Pick-six wagers shall be distributed to the holder(s) of tickets designating the highest number of winners.~~

~~(I) — Pool limitation. The maximum value to which the jackpot pool may accumulate is \$100,000. The Licensee may request any lesser amount for the jackpot cap, and the Division shall act on such request at the preceding opening of any scheduled season, but in no event shall such jackpot exceed \$100,000. If this maximum value is reached during the wagering on a Pick-six performance, wagering on that performance may continue and the maximum value set may be exceeded, but by only a maximum of 75% of the amount wagered on the Pick-six after the maximum jackpot pool value has been attained. Pick-six distributed is then effected as stated therein.~~

~~As an illustration, the Division has set a maximum pool value of \$100,000 and, on a particular Day, the carried-over jackpot pool is equal to \$95,000. Net wagering on the Pick-six for that Day amounts to \$40,000. The jackpot pool is then \$125,000, and the consolation pool is \$10,000. If no one picks all six (6) winners of the Pick-six Games, then the \$125,000 jackpot is carried over. At the next performance, a net of \$20,000 is again wagered on the Pick-six. In this event, the jackpot pool will remain at \$125,000. If no one picks all six winners, the total Net Pool of \$20,000 will be distributed to holder(s) of tickets designating the highest number of winners.~~

~~(J) — Cancellation of Games. If three or more of the designated Pick-six Games cannot be played, the Association shall make a complete refund of the Pick-six pool wagered on that performance upon surrender of the Pick-six tickets purchased.~~

~~1. — If one or two of the designated Pick-six Games cannot be played, the consolation pool shall be distributed to the holder(s) of tickets designating the highest number of winners of the Games played. There shall be no participation in the jackpot pool and it shall be carried over.~~

~~(K) — Cancellation of performance. If, for any reason, the performance should be suspended before the first of the designated Games has begun, the Association shall make a complete refund of the Pick-six pool wagered on that performance upon surrender of the Pick-six tickets purchased.~~

~~(L) — Cessation of wagering. Wagering on the Pick-six pool shall cease at Post Time of the first Game of the Pick-six series.~~

~~(M) — Designation of Games. Games which are included in the Pick-six pool shall be approved by the Division. Pick-six Games must be clearly designated as such to the wagering public in a Program for a performance, and Pick-six wagers may only be accepted on those Games specifically designated as Pick-six Games.~~

~~(N) — Hold tickets. Tickets should be retained until the pay-offs have been declared official.~~

~~(O) — Denomination of tickets. Pick-six tickets shall be sold only from machines capable of issuing six (6) Program numbers only in denominations approved by the Division which shall not be less than \$1.00 per combination.~~

~~(P) — Manner of placing wagers. Pick-six tickets may be purchased either orally or by slip betting. If slip betting is employed, then the slip betting form must be approved by the Division.~~

~~(Q) — Nondisclosure. Notwithstanding any other provision of these regulations, no person shall disclose the number or amount of Pick-six tickets selecting winners in the Pick-six Games until the last Game of the Pick-six series is declared official. The Association shall require that the Totalisator company design its computer Program to accomplish this regulation.~~

~~(R) — Refund. Should no Pick-six ticket be sold designating a winner of any of the six designated Pick-six Games, the Association shall make a complete refund of the Pick-six pool wagered on that performance upon surrender of the Pick-six tickets purchased.~~

~~(S) — Totalisator. The Totalisator company shall Program its computer equipment so that no information regarding winners in the Pick-six pool shall be available on print-outs until the culmination of the final Pick-six Game. If, for any reason, the Totalisator manager deems such information necessary for any reason, any intrusion into the system shall be viewed by a representative of the Association and the Division.~~

~~(T) — Players. All Players participating in Games designated as Pick-six Games shall be within the Players' quarters one-half hour before post and shall not leave the building until after completion of the last designated Pick-six Games.~~

EFFECTIVE DATE: February 16, 1990

REFILED: January 2, 2002